



City of Austin

Purchasing Office

P.O. Box 1088, Austin, TX 78767

November 5, 2020

Scott & White Clinic
Robert Greenberg, MD
SVP, CMO Emergency Medicine
2401 S. 31st ST
Temple, TX 76508
Robert.Greenberg@BSWHealth.org

Dear Mr. Greenberg:

The City approved the execution of a contract with your company for Associate Medical Director Services in accordance with the referenced solicitation.

Responsible Department:	Office of Medical Director
Department Contact Person:	Jeff Hayes
Department Contact Email Address:	Jeff.Hayes@austintexas.gov
Department Contact Telephone:	512-978-0002
Invoice Address:	Shanika.Wood@austintexas.gov Jeff.Hayes@austintexas.gov
Project Name:	Associate Medical Director Services
Contractor Name:	Scott & White Clinic
Contract Number:	MA 4400 PA200000113
Contract Period:	11/05/2020 – 11/05/2021
Dollar Amount	\$90,000.00
Extension Options:	Four 12-month options at \$90,000/option
Requisition Number:	RQM 4400 20052700599
Solicitation Type & Number:	RFQS 4400 JOG4001REBID

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

Jo Gutierrez
Procurement Specialist III
City of Austin
Purchasing Office



**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
and
Scott & White Clinic ("Contractor")
for
Associate Medical Director Services**

Contract Number: 4400 PA200000113

The City accepts the Contractor's Offer for the above requirement and enters into the following Contract. This Contract is between Scott & White Clinic having offices at Temple, TX 76508 and the City, a home-rule municipality incorporated by the State of Texas. Capitalized terms used but not defined herein have the meanings given in the Solicitation.

1.1 This Contract is composed of the following documents in order of precedence:

- 1.1.1 This Document
- 1.1.2 The City's Solicitation RFQS 4400 JOG4001REBID including all documents incorporated by reference
- 1.1.3 Contractor's Offer, dated 06/30/2020, incorporated herein and attached as Exhibit A
- 1.1.4 Contractor's Price Proposal, incorporated herein and attached as Exhibit B

1.2 Compensation. The Contractor shall be paid a total Not-to-Exceed amount of \$90,000 for the initial Contract term and \$90,000 for each extension option as indicated in the Offer.

Unless otherwise specified, prices are firm and fixed for the first twelve (12) months. Thereafter, pricing is subject to the Economic Price Adjustment provisions of this Contract.

1.3 Term of Contract. This Contract shall remain in effect for an initial term of twelve (12) months or the City terminates the Contract. This Contract may be extended beyond the initial term for up to four (4) additional twelve (12) month periods at the City's sole option.

1.4 Designation of Key Personnel. The City and the Contractor resolve to keep the same key personnel assigned to this engagement throughout its term. In the event that it becomes necessary for the Contractor to replace any key personnel, the replacement will be an individual having equivalent experience and competence in executing projects such as the one described herein. Additionally, the Contractor shall promptly notify the City and obtain approval for the replacement. Such approval shall not be unreasonably withheld. The Contractor's and City's key personnel are identified as follows:

	Name	Phone Number	Email Address
Contractor Contract Manager	Robert Greenberg, MD	254-724-6608	Robert.Greenberg@BSWHealth.org
City Contract Manager	Jeff Hayes	512-978-0002	Jeff.Hayes@austintexas.gov

- 1.5 **Invoices.** The City's preference is to have invoices emailed to Shanika.Wood@austintexas.gov with a copy to Jeff.Hayes@austintexas.gov or mailed to the below address:

	City of Austin
Department	Financial Services Department
Attn:	Shanika Wood
Address	301 W. 2 nd St.
City, State, Zip Code	Austin, TX 78701

For questions regarding your invoice/payment please contact the City Contract Manager.

This Contract (including any Exhibits and referenced Documents) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the parties have caused a duly authorized representative to execute this Contract on the date set forth below.

SCOTT & WHITE CLINIC

Timothy Bittenbinder

Printed Name of Authorized Person

Tim Bittenbinder

Signature

Chair, Board of Directors

Title:

October 30, 2020 | 1:53:06 PM CDT

Date:

CITY OF AUSTIN

Jo Gutierrez

Printed Name of Authorized Person

Jo Gutierrez

Signature

Procurement Specialist III

Title:

November 5, 2020 | 1:30:48 PM CST

Date:

EXHIBIT B

RFQS-4400 JOG4001REBID Associate Medical Director Services

SCOTT & WHITE CLINIC PRICING PROPOSAL

Services Description	Price
Emergency Medicine Physician Services (EMS Associate Medical Director)	\$125/hr.
Schedule	Anticipated Hours
PRN (As Needed) Not to Exceed (60) hours per month.	60
Total Monthly Cost	\$7,500
Total Annual Cost	<u>\$90,000</u>



Solicitation COVER SHEET

RFQS 4400
JOG4001REBID
Associate Medical
Director Services

IDENTIFICATION

Number	RFQS 4400 JOG4001REBID
Title	Associate Medical Director Services
Summary	The Office of the Medical Director requires the professional services of a physician with special training and expertise in emergency medicine to provide medical direction, as an Associate Medical Director, to participants in the EMS System and its EMS operations.
Type	Request for Qualifications Statements (RFQS)
Version (Addenda)	0

AUTHORIZED CONTACT PERSONS

Primary	Jo Gutierrez, Procurement Specialist III; (512) 974-2827; jo.gutierrez@austintexas.gov
Secondary	NA
Subcontractor Questions	Small Minority Business Resources Department; (512) 974-7600; SMBR@austintexas.gov
Insurance Questions	Human Resource Department, Risk Management; 512-974-3264; Benny.VandenAvond@austintexas.gov
Notes	See Solicitation Instructions, 3.1 Authorized Contact Persons.

IMPORTANT DATES

OFFERS DUE

Date and Time	August 25, 2020, 2:00 PM, Central Time
Notes	See Solicitation Instructions, 5 Offer Submission.

OFFER OPENING

Date and Time	August 25, 2020, 3:00 PM, Central Time
Notes	See Solicitation Instructions, 5 Offer Submission.

QUESTIONS DUE

Date and Time	August 18, 2020, 5:00 PM, Central Time
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Submission Method	Email Only
Notes	See Solicitation Instructions, 3.2 Questions.

PRE-OFFER CONFERENCE

Conference (Yes/No)	No
Mandatory (Yes/No)	N/A
Date and Time	N/A
Location	N/A
Notes	N/A

PUBLISHED

Date	August 10, 2020
Available Online	https://www.austintexas.gov/financeonline/account_services/solicitation/solicitations.cfm
Available Hardcopy	Purchasing Office; 124 w. 8 th Street, Suite 300; Austin, TX 78701

SOLICITATION DOCUMENTS

Document name	Pages	Date
<u>Solicitation Packet – RFQS 4400 JOG4001REBID Includes the following:</u>		
<u>Solicitation Cover Sheet</u>	2	08/10/2020
<u>Solicitation Instructions</u>	8	08/10/2020
<u>Terms and Conditions</u>	18	08/10/2020
<u>Scope of Work</u>	5	08/10/2020
<u>Offer and Certifications – RFQS 4400 JOG4001REBID – Complete and return</u>	16	08/10/2020

NIGP CODES**COMMODITY CODES**

Code	Description
94874	Professional Medical Services (Including Physician)



Solicitation INSTRUCTIONS

Solicitation No.
RFQS 4400
JOG4001REBID

1 REQUEST FOR QUALIFICATION STATEMENTS

- 1.1 Invitation.** The City of Austin invites all Responsible Offerors to submit Offers to provide the services described in this Solicitation.
- 1.2 Documents.** This Request for Qualifications Statements ("RFQS" or "Solicitation") is composed of all documents listed in the Attachments section of the Solicitation Cover Sheet.
- 1.3 Changes.** The City may change or revise any of the contents of this Solicitation through the issuance of a written Addendum. Any Addenda issued will be added to the Attachments section of the Solicitation Cover Sheet. The Version number displayed in the Solicitation Cover Sheet will indicate the number of Addenda issued. Any explanation, clarification, interpretation or change to the Solicitation made in any other manner is not binding upon the City, and Offerors shall not rely upon such explanation, clarification, interpretation or change. Oral explanations or instructions given before the award of the Contract are not binding.
- 1.4 Review of Documents.** Offerors shall review the entire Solicitation, as revised. Offerors shall notify the Authorized Contact Person(s) listed on the Solicitation Cover Sheet in writing of any omissions, ambiguities, inconsistencies or errors in the Solicitation prior to the Offer Due Date and Time displayed in the Important Dates section of the Solicitation Cover Sheet. Offerors shall also notify the City of any Solicitation contents the Offeror believes may be unreasonably restrictive.
- 1.5 Cancellation.** The City reserves the right to cancel this Solicitation at any time for any reason and to resolicit the goods and services included in this Solicitation.

2 PUBLICATION AND NOTICES

- 2.1 Publication.** This Solicitation was published in the City's financial services website, Austin Finance Online, as of the Published date displayed in the Solicitation Cover Sheet section.
- 2.2 Email Notices.** On the Solicitation's Published date, email notices regarding this Solicitation were issued to all vendors registered in Austin Finance Online, that had previously selected the NIGP Codes displayed in the Solicitation Cover Sheet section. All subsequent email notices regarding this Solicitation will be limited to those vendors or other persons that subscribe to this Solicitation in Austin Finance Online.
- 2.3 Newspaper Notices.** If applicable, one or more notices of this Solicitation were published in the newspaper as required by statute.
- 2.4 Third-Party Notices.** Austin Finance Online is the only source of official notices regarding this Solicitation. Prospective Offerors shall not rely on any notices concerning this Solicitation received from sources other than Austin Finance Online.

3 COMMUNICATIONS AND MEETINGS

- 3.1 Authorized Contact Persons.** The names and contact information for the authorized contact persons for this Solicitation are displayed in the Solicitation Cover Sheet. Offerors needing assistance contacting an Authorized Contact Person regarding this Solicitation may also contact the Purchasing Office's main line at (512) 974-2500 and request assistance from any member of the Purchasing Office's management team. Offerors may direct specific questions concerning subcontractors and responding to the Minority-owned Business Enterprise and Women-owned Business Enterprise Procurement Program requirements to the SMBR contact, also listed on the Solicitation Cover Sheet.
- 3.2 Questions.** Offerors shall submit any questions concerning this Solicitation in writing via e-mail to the Authorized Contact Persons displayed on the Solicitation Cover Sheet. The City will respond to all questions received by the Questions Due Date and Time displayed on the Solicitation Cover Sheet. The City will publish one or more

Addenda displaying all timely received questions and the City's responses to each for any information not already contained in the solicitation.

- 3.3 Vendor Help Desk.** For general questions concerning the City's online financial services system, Austin Finance Online, Vendor Connection ("Vendor Connection"), Offerors may contact the Vendor Help Desk at (512) 974-2018. Assistance from the Vendor Help Desk is limited to navigating and using Vendor Connection only. The Vendor Help Desk will not respond to any questions concerning a specific Solicitation.
- 3.4 No-Lobbying.** This Solicitation is subject to City Code, Ch. 2-7, Article 6, Anti-Lobbying and Procurement. (https://assets.austintexas.gov/purchase/downloads/New_ALO_Ordinance_No_20180614-056.pdf) The No-Lobbying period for this Solicitation starts on the Published Date displayed on the Solicitation Cover Page. The No-Lobbying Period continues through the earliest of the following: (i) the Solicitation is cancelled, (ii) the last of any resulting contract(s) are executed, or (iii) 60-days following Council authorization of the last contract resulting from this Solicitation. The No-Lobbying Period continues throughout the completion of the solicitation process. During the No-Lobbying Period, Offerors, Respondents and/or their Agents shall not make any prohibited communications to City Officials or City employees other than the Authorized Contact Persons. Respondents includes both prospective and actual Offerors.
- 3.5 Pre-Offer Conferences.** The City may hold one or more pre-offer conferences to review the Solicitation and to receive verbal questions. The Solicitation Cover Sheet will display if a Pre-Offer Conference is being held and if attendance at this meeting is mandatory. If a Pre-Offer Conference is planned, the date, location, time and any other necessary information regarding this meeting will also be displayed in the Solicitation Cover Sheet. Attendance at any Pre-Offer Conference will be recorded and will be included in an Addendum published following the meeting. As the Solicitation is subject to changes (See Solicitation Instruction, 1.4 Changes.) Offerors shall not rely on verbal exchanges that may occur at a Pre-Offer Conference. Offerors shall continue to submit all questions in writing (See Solicitation Instructions, 3.2 Questions.)
- 3.6 Site Visits.** The City may hold one or more site visits to allow prospective Offerors to inspect the location(s) where work under any resulting contract will be performed and to receive verbal questions. The Solicitation Cover Sheet will display if a Site Visit is being held and if attendance at this meeting is mandatory. If a Site Visit is planned, the date, location, time and any other necessary information regarding this meeting will also be displayed in the Solicitation Cover Sheet. Attendance at any Site Visit will be recorded and will be included in an Addendum published following the meeting. As the Solicitation is subject to changes (See Solicitation Instruction, 1.4 Changes.) Offerors shall not rely on verbal exchanges that may occur at a Pre-Offer Conference. Offerors shall continue to submit all questions in writing (See Solicitation Instructions, 3.2 Questions.)

4 OFFER PREPARATION

- 4.1 Offer Submittals.** Offerors intending to respond to this Solicitation shall download and complete each of the Submittal documents listed in the Solicitation Cover Sheet. Submittal documents will include additional Solicitation instructions specific to its contents. Offerors will complete each Submittal in accordance with the instructions in the submittal. At a minimum, submittals will include a Technical Offer, and an Offer and Certifications submittal.
- 4.2 Exceptions.** Offerors shall indicate if they take exception to any portions of the Solicitation in their Offer. Any exceptions included may negatively impact the City's evaluation of the Offer or may cause the City to reject the Offer entirely.
- 4.3 Offer Acceptance Period.** All Offers are valid for a period of one hundred and eighty (180) calendar days subsequent to the RFQS closing date.
- 4.4 Proprietary and Confidential Information.** All Offers received and opened by the City are subject to the Texas Government Code, Ch. 552, and will be made available to the public. Offerors seeking to keep any portions of their Offer confidential shall mark each such portion as "Proprietary". The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The City may request a review and determination from

the Attorney General's Office of the State of Texas, of any Offer contents marked as "Proprietary". A copyright notice or symbol is insufficient to identify proprietary or confidential information.

4.5 Cost of Offer Preparation and Participation. Offerors are responsible for all costs related to the preparation of their Offer and incurred while participating in this Solicitation process.

4.6 Living Wages. The City requires Contractors submitting Offers on this Contract to provide a certification (see the Living Wages Contractor Certification included in the Solicitation) with their Offer certifying that all Contractor Employees (and all tiers of Subcontracting) directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$15.00 per hour. The certification shall include a list of all Contractor Employees (and all tiers of Subcontracting) directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.

5 OFFER SUBMISSION

Offers in response to this Solicitation may be submitted using one of the following methods.

5.1 Electronic Offers. Electronic Offers (electronic documents) shall be submitted to the City of Austin using the Solicitation's eResponse function, available through the City's online financial system, Austin Finance Online. To submit Electronic Offers using the eResponse function, Offeror's must first be registered as a vendor with the City of Austin in Austin Finance Online. See [Instructions, Submitting Offers in Austin Finance Online](#).

5.1.1 Due Date and Time for Electronic Offers. Electronic Offers in response to this Solicitation shall be submitted via eResponse by the Offer Due Date and Time displayed in the Important Dates section of the Solicitation Cover Sheet. The system time within Austin Finance Online shall be the official time of record for Electronic Offers.

5.1.2 Withdrawing Electronic Offers. Electronic Offers submitted online in response to this Solicitation may be withdrawn, revised and resubmitted using the eResponse function any time prior to the Solicitation's Due Date and Time. Withdrawn Electronic Offers may be resubmitted, with or without modifications, up to the Solicitation's Due Date and Time.

5.1.3 Late Electronic Offers. The Solicitation's eResponse function in Austin Finance Online will not allow Electronic Offers to be submitted past the Solicitation's Due Date and Time.

5.1.4 Opening Electronic Offers. The information regarding Electronic Offers will become available on or shortly after the Offer Opening Date and Time stated on the Solicitation's Cover Sheet. When Electronic Offers are opened, the names of each Offeror would be displayed within the Solicitation's eResponse section. For Solicitations conducted via Competitive Sealed Bidding, the Price Offer for each Offeror will also be displayed in the eResponse section.

5.2 Hardcopy Offers. Hardcopy Offers (physical documents including paper and flash drives) must be returned in a sealed envelope and shall be delivered to the City of Austin's Purchasing Office at one of the following addresses, depending on the delivery method:

Deliveries by US Mail	Deliveries by Courier Services (e.g., Fedex, UPS, etc.) and In-Person Deliveries
City of Austin Purchasing Office Response to Solicitation: RFQS 4400 JOG4001REBID P.O. Box 1088 Austin, Texas 78767-8845	City of Austin, Municipal Building Purchasing Office Response to Solicitation: RFQS 4400 JOG4001REBID 124 W 8 th Street, Rm 310 Austin, Texas 78701 Reception Phone: (512) 974-2500

- 5.2.1 Due Date and Time for Hardcopy Offers.** Hardcopy Offers in response to this Solicitation shall be received by the City via one of the aforementioned delivery methods by the Offer Due Date and Time displayed in the Important Dates section of the Solicitation Cover Sheet. The time stamp clock at the Purchasing Office reception desk shall be the official time of record for Hardcopy Offers.
- 5.2.2 Withdrawing Hardcopy Offers. See below for changes due to the COVID-19 pandemic.**
- 5.2.3 Late Hardcopy Offers.** All Hardcopy Offers received after the Solicitation's Due Date and Time will be rejected. Late Hardcopy Offers that are inadvertently received by the City shall be returned to the Offeror. It is the responsibility of the Offeror to ensure that their Offer arrives at the proper location by the Solicitation's Due Date and Time. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Hardcopy Offer arriving on time. The City may, at its sole discretion, receive a late Hardcopy Offer if the City's misdirection or mishandling was the sole or main cause for the Hardcopy Offer's late receipt at the designated location.
- 5.2.4 Opening Hardcopy Offers.** The City will open Hardcopy Offers on or shortly after the Offer Opening Date and Time stated on the Solicitation's Cover Sheet. When Hardcopy Offers are opened, the names of each Offeror would be read aloud. For Solicitations conducted via Competitive Sealed Bidding, the Price Offer for each Offeror will be available to read aloud. If no one is in attendance at the Solicitation Opening, the aggregate price will be read aloud, with the remaining Price Offer available for public inspection immediately following the Solicitation opening.
- 5.3 Special procedures due to 2020 COVID-19 Pandemic.**
- 5.3.1 Confirmation of Submittals –** Due to the current Pandemic circumstances, the City is not able to provide written confirmation of Hardcopy Offers when they are received or able to verify receipt of Hardcopy Offers or provide signature confirmation of Offers delivered by common carriers.
- 5.3.2 Withdrawing Hardcopy Offers –** Hardcopy Offers may be withdrawn in writing or by email at any time prior to the Solicitations Due Date and Time. Offerors must send emails to withdraw Offers to the following email address: PurchasingAdmin@austintexas.gov
- 5.3.3 Solicitation Openings -** Due to the current Pandemic circumstances, the City is not facilitating public attendees at Solicitation openings. Instead, the City will conduct this Solicitation opening via live webcast at the following website: https://www.austintexas.gov/financeonline/afo_content.cfm?s=66 .
- When conducting a Solicitation opening via webcast, the City will read the applicable information from Hardcopy Offers aloud and will referring the public to the Solicitation's eResponse section to view the remaining Electronic Offers.

6 OFFER EVALUATION

- 6.1 Minimum Responsiveness.** Offers are Minimally Responsive when they include all of the Submittals listed in this Solicitation, completed and with sufficient detail in each to evaluate the Offer in accordance with Solicitation's Instructions and any further instructions within each Submittal. Offers that are not Minimally Responsive may be rejected.
- 6.2 Clarifications.** Any time after the opening of Offers, the City may contact Offerors to ask questions about their Offers contents in order to better understand these contents as-written. Responses to clarification questions, whether done verbally or submitted in writing, do not change the Offer's contents.
- 6.3 Evaluation.** Offers that are Minimally Responsive will be evaluated based on the Evaluation Factors listed in Section 11.1 of the Solicitation Instructions. Offers that are Minimally Responsive will be evaluated based on Evaluation Factors listed in the Submittals section of the Solicitation. Evaluation Factors correspond to their specified Submittals and shall indicate their respective weighting next to each. Submittals not identified as

Evaluation Factors will be evaluated on a pass / fail basis in accordance with the Solicitation's Instructions and any further instructions within each Submittal. The City's evaluation may be made without Clarifications or Discussions with Offerors.

- 6.4 Contract Development.** After evaluations are complete, the City will contact the highest evaluated Offeror and request a work plan for completing the Scope including pricing. The City will negotiate with this Offeror until a successful contract is negotiated and approved by both parties. If a contract can not be agreed to, the City will then request a work plan for completing the scope of work including pricing from the second highest evaluated Offeror. The City will then negotiate with this Offeror until a successful contract is negotiated and approved by both parties. If a contract cannot be agreed upon by this Offer the City will then proceed with the next highest Offeror, repeating this process with each sequential Offeror until a contract can be agreed to by both parties.
- 6.5 Interviews/Presentations.** The City may require that one or more Offeror submitting the highest rated Offers participate in interviews and/or presentations.

7 CONTRACT AWARD AND EXECUTION

- 7.1 Award Determination.** City staff will recommend Contract award to the Offeror(s) submitting the highest rated Offer(s) based on the Evaluation Factors set forth in this Solicitation which the City is able to successfully negotiate a contract with. The Award Determination will be published to Austin Finance Online and notice will be sent to all Offerors subscribed to the Solicitation.
- 7.2 Multiple Awards.** If the City determines that multiple contracts are needed, the City will award one or more additional contracts to the Offeror(s) submitting the next highest rated Offer(s).
- 7.3 Contract Execution.** Contracts within the City Manager's authority will be awarded and executed simultaneously. Contracts above the City Manager's authority will be executed following their authorization by the Austin City Council.

8 ADMINISTRATIVE MATTERS

- 8.1 Solicitation File.** All documents included in this Solicitation, and all timely received Offers in response to this Solicitation, except for Offer contents deemed by Offerors to be proprietary and confidential, will be available for public inspections upon the execution of the contract.
- 8.2 Debriefings.** Offerors may request a debriefing meeting to ask any questions concerning the Solicitation's contents, process or the evaluation of their Offer. Debriefing meetings are informal exchanges and may be requested anytime following the earlier of (i) after the contract resulting from this Solicitation is executed, or in the case of multiple awards, the last contract is executed; (ii) the date the Solicitation is cancelled. Debriefings are not public called meetings in accordance with the Texas Open Meetings Act and are usually limited to a single Offeror and any of their representatives. Only information regarding the Solicitation documents and the Offeror's Offer (including City's evaluation of the Offer) in response to the Solicitation will be discussed.
- 8.3 Reservations.** The City expressly reserves the right to the following: (i) specify approximate quantities in the Solicitation; (ii) extend the Solicitation closing date and time; (iii) add additional terms or modify existing terms in the Solicitation; (iv) reject an Offer containing exceptions, additions, qualifications or conditions not called for in the Solicitation; (v) reject an Offer received from an Offeror who is currently debarred or suspended by the City, State, or Federal Government; (vi) reject an Offer that contains fraudulent information; (vii) reject an Offer that has material omissions; (viii) reject or cancel any or all Offers; (ix) reissue a Solicitation; (x) procure any item by other means; (xi) consider and accept alternate Offers, if specified in the Solicitation, when most advantageous to the City; (xii) reject an Offer if prices in the Offer are unbalanced (significantly less than cost for some items and significantly more than cost for others) and/or (xiii) waive any minor informality in any Offer or procedure so long as the deviation does not affect the competitiveness of an Offer or the process.
- 8.4 Protests.** The Purchasing Officer has the authority to settle or resolve any claim of an alleged deficiency or protest. The procedures for notifying the City of Austin of an alleged deficiency or filing a protest are listed below.

If you fail to comply with any of these requirements, the Purchasing Officer may dismiss your complaint or protest.

- 8.4.1** Protest regarding the Solicitation (Pre-Submittal Protest). Any protest regarding the Solicitation by the City shall be filed no later than five (5) days prior to the due date and time for Offers. Any protest filed after that date which raises issues regarding the Solicitation will not be considered.
- 8.4.2** Protests regarding the evaluation of Offers. Any protest regarding the evaluation of Offers by the City shall be filed with the City no later than five (5) days after the notification of award recommendation is posted on Austin Finance Online, or notification that the protestor's status as a Offeror has changed, such as notification that an Offer has been found to be non-responsive or an Offeror has been found to be non-responsible. Any protest filed after such date which raises issues regarding the evaluation will not be considered. Offerors may only protest the evaluation of their Offer.
- 8.4.3** Protest Regarding Award of Contract (Post-Award Protest). Any protest regarding the award of the contract shall be filed no later than ten (10) days after the date of award. Any protest regarding the award of the contract filed after such date will not be considered.
- 8.4.4** You shall submit your protest in writing and it shall include the following information: (i) your name, address, telephone, and email address; (ii) the Solicitation number; (iii) the specific facts and/or law upon which the protest of the Solicitation or the award is based, including all pertinent documents and evidence thereto; and (iv) the form of relief requested.
- 8.4.5** Your protest shall be concise and presented logically and factually to help with the City's review.
- 8.4.6** When the City receives a timely written protest, the Purchasing Officer will determine whether the grounds for your protest are sufficient. If the Purchasing Officer decides that the grounds are sufficient, the Purchasing Office will schedule a protest hearing, usually within five (5) working days. If the Purchasing Officer determines that your grounds are insufficient, the City will notify you of that decision in writing.
- 8.4.7** The protest hearing is informal and is not subject to the Open Meetings Act. The purpose of the hearing is to give you a chance to present your case, it is not an adversarial proceeding. Those who may attend from the City are: representatives from the department that requested the purchase, the Department of Law, the Purchasing Office, and other appropriate City staff. You may bring a representative or anyone else that will present information to support the factual grounds for your protest with you to the hearing.
- 8.4.8** A decision will usually be made within fifteen (15) calendar days after the hearing.
- 8.4.9** The City will send you a copy of the hearing decision after the appropriate City staff has reviewed the decision.
- 8.4.10** When a protest is filed, the City usually will not make an award until a decision on the protest is made. However, the City will not delay an award if the City Manager or the Purchasing Officer determines that the City urgently requires the supplies or Services to be purchased, or failure to make an award promptly will unduly delay delivery or performance. In those instances, the City will notify you and make every effort to resolve your protest before the award.
- 8.5 Interested Parties Disclosure.** As a condition to entering the Contract, the Business Entity constituting the Offeror must provide the following disclosure of Interested Parties to the City prior to the award of a contract with the City on Form 1295 "Certificate of Interested Parties" as prescribed by the Texas Ethics Commission for any contract award requiring council authorization. The Certificate of Interested Parties Form must be completed on the Texas Ethics Commission website, printed, and signed by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury. The City will submit the "Certificate of Interested Parties" to the Texas Ethics Commission within 30 days of receipt from the successful Offeror. The Offeror is reminded that the provisions of Local Government Code 176, regarding conflicts of interest between the bidders and local officials remains in place. Link to Texas Ethics Commission Form 1295 process and procedures below:

<https://www.ethics.state.tx.us/File/>

9 DEFINITIONS

Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

“Addendum” means a written instrument issued by the Contract Awarding Authority that modifies or clarifies the Solicitation prior to the Due Date. “Addenda” is the plural form of the word.

“Best Offer” means the best evaluated Offer in response to a Request for Qualifications Statements.

“Best Offeror” means the Offeror submitting the Best Offer.

“City” means the City of Austin, a Texas home-rule municipal corporation.

“Offer” means a complete signed response to a Solicitation including, but not limited to, a Request for Qualification Statements.

“Offeror” means a person, firm, or entity that submits an Offer in response to this Solicitation. Any Offeror may be represented by an agent after submitting evidence demonstrating the agent’s authority. The agent cannot certify as to his own agency status.

“Purchasing Office” refers to the Purchasing Office in the Financial Services Department of the City.

“Purchasing Officer” means the director of the Purchasing Office and the principle recipient of procurement authority from the City Manager.

“Request for Qualification Statements” means all documents utilized for soliciting Qualifications Statements.

“Responsible Offeror” means the financial and practical ability of the Offeror to perform the Contract and takes into consideration resources, expertise, and past performance of the Offeror as well as compliance with all City ordinances concerning the purchasing process.

“Responsive” means meeting all the requirements of a Solicitation.

“Solicitation” means this Request for Qualification Statements or RFQS.

10. OFFER SUBMITTALS

10.1 Executive Summary. In no more than three pages, provide an Executive Summary in brief, concise terms of your qualifications related to this RFQS. Include the number of years’ experience offering medical director services, either as primary medical directors or associate medical directors (EMS Fellowship may be included for consideration and count toward experience), a summary of your history and experience of offering medical direction services, and how you are the most qualified to carry out the Scope of Work.

10.2 Authorized Negotiator. Include name, address, email, and telephone number of a person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.

10.3 Background and Prior Experience: Provide the following:

- a. Physician’s relevant experience, degree, license, and expertise providing services described in Scope of Work.
- b. Include the number of years EMS medical direction experience, a summary of your history and experience, and how this qualifies you to carry out the Scope of Work.

- c. References: A list of three (3) current or previous (within past 5 years) public sector or private sector clients, at least one (1) of which are or have been supported. Use Reference Sheet to provide reference information and attach additional pages as needed. All client reference information must be supported and verified. Reference contacts must be aware that they are being used and should be agreeable to City interview for follow-up.
- d. A list of all your public sector clients in Texas.

10.4 Qualification Requirements:

- a. Clearly demonstrate, in detail, the personnel assigned to this engagement have the experience and certifications required of the requested work as stated in the solicitation.
- b. Include names and qualifications of all personnel who will be assigned to this engagement. State the primary work assigned to each person and the percentage of time each person will devote to this work. Indicate which personnel have prior governmental experience similar in scope to this solicitation.
- c. Provide their biographies specifying relevant qualifications to the type of services requested, including number of years of experience, information on relevant continuing professional-education for the past three years, and membership(s) of professional organizations.
- d. Provide resumes or curriculum vitae of any personnel who will be assigned to this engagement. Response provided must include documentation to substantiate the qualification of personnel (**copies of degrees, licenses, certifications, etc.**).

11. Evaluation of Offers**11.1 Evaluation Factors**

RFQS Evaluation Factors	Maximum Points
Background and Prior Experience – reference 10.3	40
Qualification Requirements – reference 10.4	60
Total	100

11.2 Interviews and/or presentations, Optional. The City will score Offers on the basis of the criteria listed above. The City may select a “short list” of Offerors based on those scores. “Short-listed” Offerors may be invited for interviews or presentations with the City. The City reserves the right to re-score “short-listed” Offers as a result, and to make award recommendations on that basis.

**CITY OF AUSTIN
TERMS AND CONDITIONS**

1. GENERAL

1.1 TERM OF CONTRACT:

- A. The Contract shall commence upon execution unless otherwise specified and shall continue in effect until all obligations are performed in accordance with the Contract. Upon written notice to the Contractor from the City's Purchasing Officer or designee, the Contract may be extended beyond the initial term at the City's sole option unless the Contractor is notified 30 days prior to the expiration. If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.
- B. Upon expiration of the initial term or any period of extension, the Contractor agrees to holdover under the terms and conditions of this Contract for such a period as is reasonably necessary for the City to re-solicit and/or complete the Deliverables due under this Contract. Any holdover period will not exceed 180 calendar days unless mutually agreed on by both parties in writing.

1.2 INDEFINITE QUANTITY:

The quantities and/or services listed herein are estimates of the goods and services needed by the City for the period of the Contract. The City reserves the right to purchase more or less of these quantities and/or services as may be required during the Contract term. Quantities and/or services will be as needed and specified by the City for each order. Unless specified in the Contract, there are no minimum order quantities.

1.3 INVOICES:

- A. The Contractor shall submit separate Invoices for each Order after each delivery or on the schedule provided in the Contract. If partial shipments or deliveries are authorized by the City, a separate Invoice must be sent for each shipment or delivery made.
- B. Invoices shall be sent to the address on the Purchase Order or Delivery Order in the section entitled, "BILL TO". Proper Invoices must include a unique Invoice number, the purchase Order or delivery Order number, the master agreement number (if applicable), the Department's Name, and the name of the point of contact for the Department. Invoices shall be itemized according to pricing structure in the Contract. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the Invoice. The Contractor's name and, if applicable, the tax identification number on the Invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's Invoice. Invoices received without all required information cannot be processed and will be returned to the vendor.
- C. Invoices for labor shall include a tabulation of workhours at the appropriate rates and grouped by work Order number. Time billed for labor shall be limited to hours actually worked.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontracting and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

1.4 PAYMENT:

- A. All proper Invoices received by the City will be paid within 30 calendar days of the City's receipt of the Deliverables or of the Invoice, whichever is later.
- B. If payment is not timely made, (per Paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code §2251.025 or the maximum lawful rate; except,

**CITY OF AUSTIN
TERMS AND CONDITIONS**

- if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until 10 calendar days after the grounds for withholding payment have been resolved.
- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the Invoice matches the shipment or delivery.
 - D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
 - i. Delivery of defective or non-conforming Deliverables by the Contractor;
 - ii. Third party claims, which are not covered by the insurance which the Contractor is required to provide under the terms of this Contract, are filed or there is reasonable evidence indicating probable filing of such claims;
 - iii. Failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
 - iv. Damage to the property of the City or the City's agents, employees or Contractors, which is not covered by insurance required to be provided by the Contractor;
 - v. Reasonable evidence demonstrates that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
 - vi. Failure of the Contractor to submit proper Invoices with all required attachments and supporting documentation; or
 - vii. Failure of the Contractor to comply with any material provision of the Contract Documents.
 - E. Notice is hereby given of Article VIII, §1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
 - F. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.
 - G. The awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds appropriated and available for this Contract. The absence of appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City. The City shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed, and obligations incurred prior to the date of notice of non-appropriation.

1.5 FINAL PAYMENT AND CLOSE OUT:

- A. If a Minority-Owned Business Enterprise/Women-Owned Business Enterprise (MBE/WBE) Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project Manager or Contract Manager no later than the 15th calendar day after completion of all work under the Contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.
- B. The making and acceptance of final payment will constitute:
 - i. A waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after

**CITY OF AUSTIN
TERMS AND CONDITIONS**

final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

- ii. A waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

1.6 SPECIAL TOOLS & TEST EQUIPMENT:

If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this Order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

1.7 AUDITS AND RECORDS:

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract, at the City's expense. The Contractor agrees to refund to the City any overpayments disclosed by any such audit. The City agrees to protect from disclosure Contractor's confidential and proprietary information disclosed during an audit to the same extent it protects its own confidential and proprietary information, subject to the requirements of the Texas Public Information Act, Chapter 2251, Texas Government Code.
- B. Records Retention:
 - i. Contractor is subject to City Code Chapter 2-11 (Records Management), and as it may subsequently be amended.
 - ii. The Contractor shall retain all records for a period of three years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer.

1.8 FINANCIAL DISCLOSURES AND ASSURANCE:

The City may request and review financial information as the City requires to determine the credit worthiness of the Contractor, including but not limited to, annual reports, audited financial Statements and reports, bank letters of credit or other credit instruments. Failure of the Contractor to comply with this requirement shall be grounds for terminating the Contract.

1.9 RIGHT TO ASSURANCE:

Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. If no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

1.10 STOP WORK NOTICE:

The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

**CITY OF AUSTIN
TERMS AND CONDITIONS**

1.11 DEFAULT:

The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or Deliverable required to be submitted by the Contractor to the City. The City shall be in default if it fails to make payment in accordance with the Payment terms of this Contract.

1.12 TERMINATION FOR CAUSE:

In the event of a default by either party, the non-defaulting party shall have the right to terminate the Contract for cause, by written notice effective ten 10 calendar days, unless otherwise specified, after the date of such notice, unless the defaulting party, within such 10 day period, cures such default, or provides evidence sufficient to prove to the non-defaulting party's reasonable satisfaction that such default does not, in fact, exist. Additionally, the City shall have the right to act in accordance with the terms defined by "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors." In addition to any other remedy available under law or in equity, either party shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the party as a result of the Contractor's default, including, without limitation, cost of cover, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and not exclusive of any other right or remedy provided by law.

1.13 IMMEDIATE TERMINATION FOR SPECIFIC BREACHES:

OMD may terminate this Agreement immediately upon written notice in the event:

- A. Physician fails to qualify for professional liability insurance coverage as required by this Agreement;
- B. Physician's license to practice medicine in any state is placed on probation, suspended or revoked;
- C. Physician's right to use or prescribe any controlled substance is suspended or revoked;
- D. Physician's membership and or privileges on the Medical Staff of any hospital are restricted, limited, revoked, or terminated except in those instances when action is taken based on Physician's inactivity in an identified area;
- E. Physician is convicted of the commission of a felony or pleads guilty or no contest to the commission of a felony;
- F. Physician fails, in a material fashion, to provide the services required by this Agreement; or
- G. Physician's qualification as a Medicare or Medicaid provider is terminated.

1.14 ATTORNEY'S FEES:

In consideration of the award and execution of this Contract and in consideration of the City's waiver of its right to attorney's fees, the Contractor knowingly and intentionally waives its right to attorney's fees under §271.153, Texas Local Government Code, in any administrative proceeding, alternative dispute resolution proceeding, or litigation arising out of or connected to this Contract.

1.15 TERMINATION WITHOUT CAUSE:

The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon 30 calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed, and obligations incurred prior to the date of termination in accordance with the terms hereof.

**CITY OF AUSTIN
TERMS AND CONDITIONS**

1.16 FRAUD:

Fraudulent Statements by the Contractor on any Offer or in any report or Deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

1.17 DELAYS:

The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within 30 calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution Clause. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

1.18 FORCE MAJEURE:

Contractor may be excused from performance under the Contract for any period when performance is prevented as the result of an act of God, strike, war, civil disturbance, epidemic, pandemic, sovereign conduct, or court order provided that the Contractor experiences the event of force majeure and prudently and promptly acts to take any and all steps that are within the Contractor's control to ensure performance and to shorten the duration of the event of force majeure. Contractor shall provide notice of the force majeure event to the City within three (3) business days of the event or delay, whichever occurs later, to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination. However, the City may terminate an order under the Contract if it is determined by the City that the Contractor will not be able to deliver goods or services in a timely manner to meet the business needs of the City.

1.19 INDEMNITY:

A. IN THIS SECTION, THE FOLLOWING TERMS HAVE THE MEANINGS ASSIGNED BELOW:

- i. "INDEMNIFIED PARTY" IS THE CITY AND THE CITY'S OFFICERS, ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS.
 - (1) "INDEMNIFYING PARTY" IS THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, SUCCESSORS AND ASSIGNS.
 - (2) THE INDEMNIFYING PARTY SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE INDEMNIFIED PARTY AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, DEFICIENCIES, CLAIMS, CAUSES OF ACTION, JUDGMENTS, SETTLEMENTS, INTEREST, AWARDS, PENALTIES, FINES, COSTS OR EXPENSES, INCLUDING PROFESSIONAL FEES AND ATTORNEYS' FEES, THAT ARE INCURRED BY THE INDEMNIFIED PARTY ARISING OUT OF ANY DIRECT OR THIRD PARTY CLAIM OF:
- ii. BREACH OR NON-FULFILLMENT OF ANY PROVISION OF THIS CONTRACT BY THE INDEMNIFYING PARTY;
- iii. ANY FALSE REPRESENTATION OR WARRANTY MADE BY THE INDEMNIFYING PARTY IN THIS CONTRACT OR IN THE INDEMNIFYING PARTY'S PROPOSAL/RESPONSE LEADING TO THIS CONTRACT;
- iv. ANY NEGLIGENT OR MORE CULPABLE ACT OR OMISSION OF THE INDEMNIFYING PARTY, INCLUDING ANY RECKLESS OR WILLFUL MISCONDUCT, RELATED TO THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS CONTRACT;
- v. BODILY INJURY; DEATH OF ANY PERSON; OCCUPATIONAL ILLNESS OR DISEASE; LOSS OF SERVICES, WAGES, OR INCOME; OR DAMAGE TO REAL OR PERSONAL PROPERTY CAUSED BY THE NEGLIGENT

**CITY OF AUSTIN
TERMS AND CONDITIONS**

- OR MORE CULPABLE ACTS OR OMISSIONS OF INDEMNIFYING PARTY, INCLUDING ANY RECKLESS OR WILLFUL MISCONDUCT; OR
- vi. ANY FAILURE OF THE INDEMNIFYING PARTY TO COMPLY WITH ANY APPLICABLE FEDERAL, STATE, OR LOCAL LAWS, REGULATIONS, OR CODES RELATED TO THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS CONTRACT.
 - B. ***THE INDEMNIFYING PARTY'S OBLIGATIONS UNDER THIS SECTION ARE NOT EXCUSED IN THE EVENT A CLAIM IS CAUSED IN PART BY THE ALLEGED NEGLIGENCE OR MORE CULPABLE ACTS OR OMISSIONS OF THE INDEMNIFIED PARTY, INCLUDING ANY RECKLESS OR WILLFUL MISCONDUCT.***
 - C. THE INDEMNIFIED PARTY SHALL GIVE THE INDEMNIFYING PARTY WRITTEN NOTICE (A "CLAIM NOTICE") OF ANY CLAIM RECEIVED RELATED TO THIS CONTRACT. THE INDEMNIFYING PARTY'S DUTY TO DEFEND APPLIES IMMEDIATELY. THE INDEMNIFIED PARTY'S FAILURE TO PROVIDE A CLAIM NOTICE TO THE INDEMNIFYING PARTY DOES NOT RELIEVE THE INDEMNIFYING PARTY OF ITS DUTY TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE INDEMNIFIED PARTY.
 - D. THE INDEMNIFIED PARTY MAY SELECT ITS OWN LEGAL COUNSEL TO REPRESENT ITS INTERESTS. THE INDEMNIFYING PARTY SHALL:
 - i. REIMBURSE THE INDEMNIFIED PARTY FOR ITS COSTS AND ATTORNEY'S FEES IMMEDIATELY UPON REQUEST, AS THEY ARE INCURRED, AND
 - ii. REMAIN RESPONSIBLE TO THE INDEMNIFIED PARTY FOR ANY LOSSES INDEMNIFIED UNDER THIS SECTION.
 - E. THE INDEMNIFYING PARTY SHALL GIVE PROMPT, WRITTEN NOTICE TO THE INDEMNIFIED PARTY OF ANY PROPOSED SETTLEMENT OF A CLAIM THAT IS INDEMNIFIABLE UNDER THIS SECTION. THE INDEMNIFYING PARTY MAY NOT, WITHOUT THE INDEMNIFIED PARTY'S PRIOR, WRITTEN CONSENT, SETTLE OR COMPROMISE ANY CLAIM OR CONSENT TO THE ENTRY OF ANY JUDGMENT REGARDING WHICH INDEMNIFICATION IS BEING SOUGHT UNDER THIS SECTION.
 - F. MAINTENANCE OF THE INSURANCE REQUIRED BY THIS CONTRACT SHALL NOT LIMIT THE INDEMNIFYING PARTY'S OBLIGATIONS UNDER THIS SECTION. THE INDEMNIFYING PARTY SHALL REQUIRE ALL SUBCONTRACTORS TO INDEMNIFY THE CITY IN THE SAME MANNER AS PROVIDED IN THIS SECTION.

1.20 NOTICES:

Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Notices to the Contractor shall be sent to the address registered with the City. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the assigned Procurement Specialist.

1.21 CONFIDENTIALITY:

The Contractor may be granted access to certain of the City's or licensor's confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which City or its licensors consider confidential) (Confidential Information) to provide the Deliverables to the City. The Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and its licensors. The Contractor (including its employees, Subcontractors, agents, or representatives) agrees it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without prior written consent of City,

**CITY OF AUSTIN
TERMS AND CONDITIONS**

or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an Order of a court or other governmental authority (including a Texas Attorney General opinion) with proper jurisdiction. In all cases, the Contractor agrees to promptly notify the City before disclosing Confidential Information to permit the City reasonable time to seek an appropriate protective Order. The Contractor agrees to use protective measures no less stringent than the Contractor uses in its business to protect its own most valuable information. In all circumstances, the Contractor's protective measures must be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

- A. Confidential information includes, but is not limited to, all information regarding commercial data, customer information, financial data and projections, pricing proposals, and cost analyses, whether in tangible form or orally or visually conveyed to, or acquired by, the Contractor in the course of its work under the Contract. Confidential Information may be in any medium and may be written or oral.
- B. The Contractor agrees: (i) not to use Confidential Information for any reason other than for the purpose of providing or receiving the Deliverables, (ii) not to disclose Confidential Information to any third party other than to its employees who have a need to know the Confidential Information for furtherance of providing the Deliverables, (iii) to promptly notify City of any request for Confidential Information to be disclosed under any law or Order of any court or other governmental authority with proper jurisdiction, so as to permit City reasonable time to seek an appropriate protective Order, and (iv) to use measures to protect the Confidential Information that are no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
- C. All Confidential Information and derivations thereof shall remain the sole and exclusive property of City, and no license or other right to the Confidential Information or intellectual property is granted or implied hereby. Upon the written request of City, the Contractor shall promptly return to City all tangible items of Confidential Information furnished by City and all copies thereof or certify in writing that all Confidential Information, including all copies, has been destroyed.
- D. No expiration or termination of the Contract shall affect either party's rights or obligations with respect to Confidential Information.
- E. The parties acknowledge and agree that any breach or threatened breach of the Contract could cause harm for which money damages may not provide an adequate remedy.
The parties agree that in the event of such a breach or threatened breach of the Contract, in addition to any other available remedies, City may seek temporary and permanent injunctive relief restraining the Contractor from disclosing or using, in whole or in part, any Confidential Information.
- F. Physician shall maintain the confidentiality of all records and information concerning patients treated or attended to by participants in the EMS System. Physician shall be required to sign a confidentiality agreement regarding records and information about patients treated or attended by participants in EMS System.

1.22 TEXAS PUBLIC INFORMATION ACT:

- A. All material submitted by the Contractor to the City related to the Contract shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
- B. In accordance with Texas Government Code §552.372, if this Contract has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by the City or results in the

**CITY OF AUSTIN
TERMS AND CONDITIONS**

expenditure of at least \$1 million in public funds for the purchase of goods or services by the City in a fiscal year, Contractor agrees to:

- i. Preserve all Contracting information related to the Contract as provided by the records retention requirements in the AUDITS AND RECORDS Section of the Contract;
 - ii. Promptly provide to the City any Contracting information related to the Contract that is in the custody or possession of Contractor on request of the City; and
 - iii. On completion of the Contract, either:
 - (1) Provide at no cost to the City all Contracting information related to the Contract that is in the custody or possession of Contractor; or
 - (2) Preserve the Contracting information related to the Contract as provided by the records retention requirements in the AUDITS AND RECORDS Section of the Contract.
- C. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Contract, and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that Subchapter.

1.23 PUBLICATIONS:

All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

1.24 ADVERTISING:

The Contractor shall not advertise or publish, without the City's prior written consent, the fact that the City has entered into the Contract, except to the extent required by law.

1.25 NO CONTINGENT FEES:

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

1.26 GRATUITIES:

The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were Offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such Contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

1.27 PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:

No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any Solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that Solicitation. Any willful violation of this Section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject

**CITY OF AUSTIN
TERMS AND CONDITIONS**

to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.

1.28 INDEPENDENT CONTRACTOR:

The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent Contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.

1.29 STATUS OF PARTIES:

In performing the Services as contemplated hereunder, the Parties agree that Clinic and Physician are acting as independent contractors of OMD, and that Physician is not an employee of OMD. Clinic agrees to pay, as they become due, all federal and state income taxes, as well as other taxes, including employment taxes due and payable on the compensation earned by Clinic through Physician's provision of the Services under this Agreement, and to indemnify and hold OMD harmless from any and all taxes, penalties, or interest which might arise by Clinic's failure to do so. This provision shall survive the termination of this Agreement.

1.30 ASSIGNMENT DELEGATION:

The Contract shall be binding upon and ensure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this Paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third-party beneficiaries to the Contract.

1.31 WAIVER:

The claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

1.32 MODIFICATIONS:

The Contract can be modified or amended only in writing and signed by both parties. No pre-printed or similar terms on any Contractor Invoice, Order, clickwrap agreement or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

1.33 INTERPRETATION:

The Contract is intended by the parties as a final, complete and exclusive Statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

**CITY OF AUSTIN
TERMS AND CONDITIONS**

1.34 DISPUTE RESOLUTION:

- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this Section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within 14 calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within 30 calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within 30 calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to consider qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a Contract interpretation expert. If the parties fail to agree on a mediator within 30 calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center. The parties agree to participate in mediation in good faith for up to 30 calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

1.35 JURISDICTION AND VENUE:

The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another State or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

1.36 INVALIDITY:

The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

1.37 HOLIDAYS:

The following holidays are observed by the City:

**CITY OF AUSTIN
TERMS AND CONDITIONS**

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

1.38 SURVIVABILITY OF OBLIGATIONS:

All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

1.39 COOPERATIVE CONTRACT:

- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, for the purpose of accessing their cooperative contracts and making available our cooperative contracts, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions of this cooperative contract to other eligible governmental agencies that have entered into an interlocal agreement with the City for the purpose of accessing the City's cooperative contracts.
- B. The City does not accept any responsibility or liability for the purchases by other governmental entities made under a separate contract based on this cooperative contract.

1.40 NON-DEBARMENT CERTIFICATION:

When using Federal funds, the City of Austin does not Contract with or make prime or sub-awards to parties that are debarred or whose principals are debarred from Federal Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs. The Contractor shall notify the Procurement

**CITY OF AUSTIN
TERMS AND CONDITIONS**

Specialist within five business days if they become debarred from doing business with the Federal Government during the term of the Contract.

1.41 EQUAL OPPORTUNITY:

- A. **Equal Employment Opportunity:** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the Contract and the Contractor's suspension or debarment from participation on future City Contracts until deemed compliant with Chapter 5-4.
- B. **Non-Retaliation:** The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.
- C. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

1.42 MANDATORY ANTI-ISRAEL BOYCOTT PROVISION:

Pursuant to *Amawi v. Pflugerville Independent School District*, 373 F.Supp.3d 717 (W.D. Texas 2019), the State of Texas is preliminarily enjoined from enforcing this provision. However, if that injunction is lifted, this provision may apply to the Contract:

Pursuant to Texas Government Code §2271.002, the City is prohibited from contracting with any "company" for goods or services unless the following verification is included in this Contract.

- A. For the purposes of this Section only, the terms "company" and "boycott Israel" have the meaning assigned by Texas Government Code §2271.001.
- B. If the Contractor qualifies as a "company", then the Contractor verifies that he:
 - i. does not "boycott Israel"; and
 - ii. will not "boycott Israel" during the term of this Contract.
- C. The Contractor's obligations under this Section, if any exist, will automatically cease or be reduced to the extent that the requirements of Texas Government Code Chapter 2271 are subsequently repealed, reduced, or declared unenforceable or invalid in whole or in part by any court or tribunal of competent jurisdiction or by the Texas Attorney General, without any further impact on the validity or continuity of this Contract.

1.43 PROHIBITION ON LGBTQ+ CONVERSION THERAPY:

The Contractor certifies that it is aware of City Council Resolution No. 20191114-056, which prohibits the City from Contracting with entities that engage in certain practices related to conversion therapy. By accepting this Contract, the Contractor agrees that: (1) its firm and its principals are not currently and will not during the term of the Contract engage in practicing LGBTQ+ conversion therapy; referring persons to a healthcare provider or other person or organization for LGBTQ+ conversion therapy; or Contracting with another entity to conduct LGBTQ+ conversion therapy; and (2) if the City determines in its sole discretion that Contractor has during the term of this Contract engaged in any such practices, the City may terminate this Contract without penalty to the City.

**CITY OF AUSTIN
TERMS AND CONDITIONS**

1.44 INSURANCE:

A GENERAL INSURANCE REQUIREMENTS:

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages and endorsements required in Section B., Specific Insurance Requirements, to the City prior to Contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.
- ii. All endorsements naming the City as additional insured, waivers, and notices of cancellation shall indicate, and the Certificate of Insurance shall be mailed to the following address:

City of Austin Purchasing Office
P.O. Box 1088
Austin, Texas 78767
OR
PURInsuranceCompliance@austinTexas.gov
- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The City may request that the Contractor submit certificates of insurance to the City for all Subcontractors prior to the Subcontractors commencing work on the project.
- v. The Contractor's and all Subcontractors' insurance coverage shall be written by companies authorized to do business in the State of Texas and have an A.M. Best rating of B+VII or better.
- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section B., Specific Insurance Requirements, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in exposure, statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions greater than \$499,999 shall be disclosed on the Certificate of Insurance.

**CITY OF AUSTIN
TERMS AND CONDITIONS**

- xii. If any required insurance is written on a claims-made basis, the Certificate of Insurance shall state that the coverage is claims-made and the retroactive date shall be prior to or coincident with the date of the Contract and the coverage continuous and shall be provided for 24 months following the completion of the Contract.
 - xiii. The insurance coverages specified in Section B., Specific Insurance Requirements, are required minimums and are not intended to limit the responsibility or liability of the Contractor.
- B. **Specific Insurance Coverage Requirements:** The Contractor, consistent with its status as an independent Contractor shall carry and will cause its Subcontractors to carry, at a minimum insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - a. Waiver of Subrogation, Form WC420304, or equivalent coverage;
 - b. 30 Days' Notice of Cancellation, Form WC420601, or equivalent coverage.
 - ii. **Commercial General Liability Insurance:** Coverage with minimum bodily injury and property damage per occurrence limits of \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
 - (1) The policy shall contain the following provisions:
 - a. Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project;
 - b. Independent Contractors coverage (Contractor/Subcontracted work);
 - c. Products/Completed Operations Liability for the duration of the warranty period;
 - d. If the project involves digging or drilling, provide Explosion, Collapse, and Underground (X, C, & U) Coverage.
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - a. Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage;
 - b. 30 Day's Notice of Cancellation, Endorsement CG 0205, or equivalent coverage;
 - c. The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage.
 - iii. **Business Automobile Liability Insurance:** Coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - a. Waiver of Subrogation, Endorsement CA0444, or equivalent coverage;
 - b. 30 Days' Notice of Cancellation, Endorsement CA0244, or equivalent coverage;
 - c. The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
 - iv. **Professional Liability:** Contractor shall provide Professional Liability coverage, at a minimum limit of \$1,000,000 per occurrence, to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Agreement.
 - v. **Insurance Provided by Clinic:** In the event any physician employee of Clinic, including the Medical Director, shall assume the medical professional care of any one or more of the patients treated

**CITY OF AUSTIN
TERMS AND CONDITIONS**

and/or transported by ATCEMS, Clinic acknowledges and agrees that Clinic shall be responsible for professional liability insurance coverage associated with such care. In that regard, the Clinic agrees to maintain necessary and appropriate professional liability insurance in amounts not less than \$1 million per occurrence/\$3 million aggregate.

- vi. **Insurance Provided by the City.** The City of Austin, a political subdivision as defined by the Texas Labor Code, is self-insured for all workers compensation and employer liability claims. The City of Austin is also self-insured for all third party liability coverage. As such the City has established a Liability Reserve Fund to pay for claims for which the City is legally liable
- vii. **Health Insurance Portability and Accountability Act Compliance.** OMD and Clinic agree that each party shall comply with all federal and state regulations, rules and orders, including but not limited to regulations promulgated under Section 264 of the Health Insurance Portability and Accountability Act (Public Law 104-91- "HIPAA").

Policy shall be endorsed to name City of Austin, its Affiliates, and their respective directors, officers, employees, and agents, as additional insureds.

- C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. If endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

2.3 OWNERSHIP AND USE OF DELIVERABLES:

The City shall own all rights, titles, and interests throughout the world in and to the Deliverables, except as stated below.

- A. **Patents:** As to any patentable subject matter contained in the Deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.
- B. **Copyrights:** As to any Deliverable containing copyrighted subject matter, the Contractor agrees that upon their creation, such Deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights. In and to such Deliverables, provided however, that nothing in this Paragraph shall negate the City's sole or joint ownership of any such Deliverables arising by virtue of the City's sole or joint authorship of such Deliverables. Should by operation of law, such Deliverables not be considered work made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of Austin) all worldwide right, title, and interest in and to such Deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such Deliverables to the City or at such other time as the City may request.
- C. **Additional Assignments:** The Contractor further agrees to, and if applicable, cause each of its employees to execute, acknowledge, and deliver all applications, Specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and

**CITY OF AUSTIN
TERMS AND CONDITIONS**

obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns, and nominees, the sole and exclusive right, title, and interest in and to the Deliverables, The Contractor's obligations to execute acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Clause shall continue after the termination of this Contract with respect to such Deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the Deliverables, but should arise to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph above

3. SERVICES

3.1 ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES AND/OR SERVICES:

If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables or Services, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables or Services. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables or Services. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor within 30 calendar days of notification provided by the City.

3.2 WORKFORCE:

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, Subcontractors, and Subcontractor's employees may not while engaged in participating or responding to a Solicitation or while in the course and scope of delivering goods or services under a City of Austin Contract or on the City's property:
 - i. Illegally use or possess a firearm, except as required by the terms of the Contract; or
 - ii. Use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has illegally possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

3.3 GUARANTEE – SERVICES:

The Contractor warrants and represents that all services to be provided to the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices following the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
- B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with the

**CITY OF AUSTIN
TERMS AND CONDITIONS**

services warranty standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within 30 calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this Section.

- C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

3.4 PLACE AND CONDITION OF WORK:

The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and Specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the Contract. The Contractor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

3.5 COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS:

The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable Federal, State, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this Paragraph.

3.6 LIVING WAGES:

The City's Living Wage Program, Rule R161-17.14, is located at:
<http://www.austinTexas.gov/edims/document.cfm?id=277854>

- A. The minimum wage required for all Contractor Employees (and all tiers of Subcontracting) directly assigned to this City Contract is \$15.00 per hour, unless Published Wage Rates are included in this Solicitation. In addition, the City may stipulate higher wage rates in certain Solicitations in order to assure quality and continuity of service.
- B. The City requires Contractors submitting Offers on this Contract to provide a certification (see the Living Wages Contractor Certification included in the Solicitation) with their Offer certifying that all Contractor Employees (and all tiers of Subcontracting) directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$15.00 per hour. The certification shall include a list of all Contractor Employees (and all tiers of Subcontracting) directly assigned to providing services under the resultant Contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.
- C. The Contractor shall maintain throughout the term of the resultant Contract basic employment and wage information for each employee as required by the Fair Labor Standards Act.

**CITY OF AUSTIN
TERMS AND CONDITIONS**

- D. The Contractor shall provide to the Department's assigned Contract Manager with the first Invoice, individual Employee Certifications for all Contractor Employees (and all tiers of Subcontracting) directly assigned to the Contract. The City reserves the right to request individual Employee Certifications at any time during the Contract term. Employee Certifications shall be signed by each Contractor Employee (and all tiers of Subcontracting) directly assigned to the Contract. The Employee Certification form is available on-line at https://www.austinTexas.gov/financeonline/vendor_connection/index.cfm.
- E. Contractor shall submit employee certifications for Contractor Employees (and all tiers of Subcontracting) annually on the anniversary date of Contract award with the respective Invoice to verify that employees are paid the Living Wage throughout the term of the Contract. The Employee Certification Forms shall be submitted for Contractor Employees (and all tiers of Subcontracting) added to the Contract and/or to report any employee changes as they occur.
- F. The Department's assigned Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records required in Paragraph C above to verify compliance with this provision.

3.7 WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):

- A. Access to the City building by the Contractor, all Subcontractors and their employees will be strictly controlled, at all times, by the City. Security badges will be issued by the Department for this purpose. The Contractor shall submit a complete list of all persons requiring access to the City building at least 30 days in advance of their need for access. The City reserves the right to deny a security badge to any Contractor personnel for reasonable cause. The City will notify the Contractor of any such denial no more than 20 days after receipt of the Contractor's submittal.
- B. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the Contract, the Contractor shall so notify the City's Contract Manager, in writing, within 10 days of the receipt of notification of denial.
- C. Contractor personnel will be required to check in at the security desk when entering or leaving the City building and security badges must be on display, at all times, when in the building. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule. Security badges may not be removed from the premises.
- D. The Contractor shall provide the City's Contract Manager with a list of personnel scheduled to enter the building, seven days in advance. The list shall identify the persons by name, date of birth, driver's license number, the times that they will be inside the building and the areas where they will be working. Only persons previously approved by the City for the issuance of security badges will be admitted to the building.
- E. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and Subcontractors are kept fully informed as to these requirements.

SCOPE OF WORK
Solicitation No. RFQS 4400 JOG4001REBID
Associate Medical Director Services
Office of the Medical Director

1.0 PURPOSE

The City of Austin, through its Office of the Medical Director (OMD) is the provider of medical direction services for Austin-Travis County EMS System ("EMS System") as defined in a separate agreement between the City and the County of Travis in accordance with Chapter 773 of the Texas Health & Safety Code that includes but is not limited to emergency medical services volunteers, first responder organizations and law enforcement officials, collectively.

The OMD requires the services of a physician with special training and expertise in emergency medicine to provide medical direction, as an Associate Medical Director, to participants in the EMS System and its EMS operations.

2.0 QUALIFICATIONS

Physician shall exhibit and possess the following qualifications as a condition precedent to serving as the Associate Medical Director hereunder:

- 2.1 Maintain an unlimited license to practice medicine in the State of Texas;
- 2.2 Be registered with TDSHS as an EMS medical director in the State of Texas;
- 2.3 Minimum of 1 year experience as an EMS medical director or associate medical director of an EMS system within the last 5 years.
- 2.4 Be board certified in emergency medicine; subspecialty board certified in emergency medical services or subspecialty board eligible within one (1) year of contract signing
- 2.4 Be familiar with (specific to the City of Austin and Travis County):
 - 2.4.1 The design and operation of EMS system;
 - 2.4.2 dispatch communications; and
 - 2.4.3 operations of prehospital emergency vehicles.
- 2.5 Comply with all continuing education requirements applicable to off-line medical directors;
- 2.6 Be and remain a member in good standing on the staff of at least one (1) hospital serving Travis County, Texas;
- 2.7 Be actively involved in or knowledgeable about:
 - 2.7.1 EMS Personnel's required training and or continuing education at their respective levels of certification and currently under the ATCEMS's Medical Director's direct supervision;
 - 2.7.2 dispatch and communications operations of pre-hospital emergency units; and
 - 2.7.3 laws and regulations affecting local, regional, and state EMS operations.
- 2.8 Not be medical director for more than 20 EMS providers without obtaining a waiver from TDSHS; and

- 2.9 Not be, and never have been, suspended or terminated or excluded for cause by any governmental agency or from the Medicare, Medicaid or CHIP programs.

3.0 SCOPE OF WORK

The Associate Medical Director physician shall:

- 3.1 Serves as a physician resource for the City of Austin/Travis County EMS System.
- 3.2 Participates in development, revision, and implementation of Clinical Operating Guidelines as part of the OMD.
- 3.3 Participates in development and delivery of educational programs, clinical review of care and assessment of performance provided, identified by random review or specific inquiry or complaint, and the credentialing of system providers for all specialty areas and organizations, in the City of Austin/Travis County EMS System.
- 3.4 Participates, on an as-needed basis, in system-wide meetings, including OMD Staff Meeting, System Leadership Council, and EMS Advisory Board Meetings.
- 3.5 Participates as a member of specified Performance Improvement Committees within the System.
- 3.6 Participates in field clinical care delivery, responds to emergency calls as needed, and provides direct medical control as appropriate.
- 3.7 Oversees the development and implementation of high-quality patient-focused programs.
- 3.8 Participates in the development, review, validation and implementation of clinical and operational practice, policy, and procedure.
- 3.9 Facilitates/mediates inter-organizational conflicts, resolves issues in a positive and productive manner.
- 3.10 Assists with OMD oversight for all System Accreditation processes (CAMTS, AMPDS, CAAS, CCMP, etc)
- 3.11 Participates in dialogue with partners in the medical community to explore innovative programs focused on patient care and alternative delivery of appropriate medical care.
- 3.12 Supports and participates in system-wide scientific research projects.
- 3.13 Participates in the OMD On-Call schedule for the System
- 3.14 Physician shall provide in-field point-of-care clinical and consulting services, including, but not limited to, instruction and direction to ATCEMS EMS personnel. While providing in-field point-of-care clinical and consulting services, Physician shall not, in any way, attempt to influence or direct the ATCEMS or patients' selection of hospitals or site of care facilities. Physician shall provide the Services described in this Scope of Work in a manner which supports ATCEMS's obligations to ensure compliance with patient choice, as well as with all state, local, and federal laws regarding ambulance transport.

4.0 TIME COMMITMENT

Physician shall devote such time, skill, and attention to performing the Services as may be reasonably required. It is anticipated that the Physician will devote no greater than sixty (60) hours per month providing the Services hereunder. Physician shall only be permitted to provide services in excess of sixty (60) hours per month upon written consent from the City. Upon request of OMD and no later than the fifth (5th) day of each month, Physician shall submit to OMD documentation of Services provided during the preceding month. Such documentation shall be in the form of the Time Record, Exhibit A or such other form as the Parties may mutually agree upon.

5.0 NOTIFICATION TO TDSHS:

Physician shall be responsible for disclosing to TDSHS the names of all EMS providers for whom the Physician holds the position of Medical Director as applicable and in conformance with TDSHS requirements.

6.0 COMPENSATION/FEES FOR SERVICES

Actual fees for the services will be submitted and negotiated after a Contractor has been selected based upon their demonstrated competence and qualifications.

7.0 OMISSION

Any services that have been omitted from this scope of work that are clearly necessary or in conformance shall be considered a requirement although not directly specific or called for in the scope of work.

8.0 TERM OF CONTRACT

The term of the contract shall be effective when executed and remain in effect for an initial term of twelve (12) months. The Contract may be extended beyond the initial term for up to four additional twelve (12) month periods at the City's sole option.

9.0 INVOICE AND PAYMENT ADDRESS

The City's preference is to have invoices emailed to shanika.wood@austintexas.gov with a copy to jeff.hayes@austintexas.gov or mailed to the below address:

	City of Austin
Department	Financial Services Department
Attn:	Shanika Wood
Address:	301 W. 2 nd St.
City, State, Zip Code	Austin, TX 78701

For questions regarding your invoice/payment please contact the City Contract Manager.

10.0 DESIGNATION OF KEY PERSONNEL

The City and the Contractor resolve to keep the same key personnel assigned to this engagement throughout its term. In the event that it becomes necessary for the Contractor to replace any key

personnel, the replacement will be an individual having equivalent experience and competence in executing projects such as the one described herein. Additionally, the Contractor shall promptly notify the City and obtain approval for the replacement. Such approval shall not be unreasonably withheld. The Contractor's and City's key personnel are identified as follows:

	Name	Phone	Email Address
Contractor Contract Mgr.			
City Contract Mgr.	Jeff Hayes	512-978-0002	Jeff.Hayes@austintexas.gov
City Contract Admin.	Jo Gutierrez	512-974-2827	Jo.Gutierrez@austintexas.gov

**EXHIBIT A
TIME RECORD**

<u>Date</u>	<u>Time Devoted</u>	<u>Activity/Service</u>
<i>1/1/00</i>	<i>0.5 Hrs.</i>	<i>Staff Education</i>

Physician: _____

Signature: _____ Date: _____

EXHIBIT A

Scott & White Clinic Statement of Authorized Negotiation

For purposes of and related to negotiation of contractual terms and conditions and specifically related to the subject matter of emergency medicine services whether clinical or administrative, the below listed physician is authorized to negotiate on behalf of and for Scott & White Clinic with the City of Austin.

Robert Greenberg, MD

2401 S. 31st ST

Temple, TX 76508

254-724-6608

Robert.Greenberg@BSWHealth.org

EXHIABIT A

City of Austin EMS Associate Medical Director RFQS-4400-JOG4001 SWC Supplemental Response

10.3- Background and Prior Experience

b. Include the number of years EMS medical direction experience, a summary of your history and experience, and how this qualifies you to carry out the Scope of Work.

10.4- Qualification Requirements

b. Include names and qualifications of all personnel who will be assigned to this engagement. State the primary work assigned to each person and the percentage of time each person will devote to this work. Indicate which personnel have prior government experience in scope to this solicitation.

The following response is meant to be in aggregate to RFQS inquiries 10.3.b and 10.4.b:

Response: Dr. Susan Schreffler has approximately 28 years of EMS experience and 7 years of EMS medical direction experience she will be the covering physician assigned by Scott & White Clinic to provide the requisite services in the agreement. It is anticipated that she will spend 20 to 60 hours per month as needed providing the services. To highlight, Dr. Schreffler has prior government experience in scope with this solicitation through her work as the EMS Medical Director for Durham County, North Carolina.

Prior to attending medical school, Dr. Schreffler worked for 12 years as an EMT, EMT-I and paramedic for both A/TC EMS and Williamson County EMS. She has proudly maintained her Nationally Registered Paramedic since 1996. Dr. Schreffler is a Fellow of the American College of Emergency Physicians, a member of the National Association of EMS Physicians and a member of the American Medical Association. She has co-authored book chapters and articles in toxicology and articles/presentations in event medicine. Her primary interests are clinical education, quality improvement, toxicology, event and disaster medicine. She has participated in multiple disaster relief missions both domestically and abroad. Dr. Schreffler has recently joined Texas Task Force 1 (TX-TF1) as a Medical Team Manager. Prior to joining the team in Austin, Dr. Schreffler served as the EMS System Medical Director for Durham County EMS and Director of Prehospital Medicine for the Duke University Medical Center in Durham, North Carolina. She completed residency in Emergency Medicine and Fellowship in EMS and Disaster Medicine at Upstate Medical University (SUNY) in Syracuse, NY.

The following explicitly lists Dr. Schreffler's education, training and experience to include EMS services and EMS medical direction experience.

Education & Training

EMS & Disaster Medicine Fellowship	SUNY Upstate Medical University (Syracuse, NY) 8/01/2013 – 7/31/2014
Emergency Medicine	SUNY Upstate Medical University (Syracuse, NY)

EXHIBIT A

City of Austin EMS Associate Medical Director

RFQS-4400-JOG4001

SWC Supplemental Response

Residency	7/01/2010 – 7/31/2013
Medical School	Ross University School of Medicine (Dominica, WI) Doctor of Medicine, June 2010
Undergraduate	University of Texas at San Antonio (San Antonio, Texas) Bachelor of Science, Biology, 1991

Employment History

01/2020 -	Office of the Medical Director, City of Austin Associate Medical Director, Austin-Travis County EMS
01/2020 -	Texas Task Force 1 (FEMA Urban Search and Rescue Task Force) Medical Team Manager
10/2018 -	Baylor Scott & White Health (North Austin Region, TX) Attending Emergency Department Physician
03/2015-09/2018	Duke University Medical Center (Durham, NC) Medical Director of Prehospital Medicine Assistant Professor of Surgery, Division of Emergency Medicine Attending Emergency Department Physician <ul style="list-style-type: none">• Development and oversight of Emergency Medicine Residency and other Duke University SOM EMS rotations• Medical Director, Duke University SMAT (2015-2016)• EMS Liaison, Trauma/Stroke/Cardiology/Pediatric Peer Review Committees• Established QI/QA process & committee for OLMC• Co-contributor/author on multiple EMS related research projects
03/2015-09/2018	Durham County EMS (Durham, NC) EMS System Medical Director <ul style="list-style-type: none">• Responsible for medical direction of Durham County EMD, Durham County EMS and multiple other city and county-based police, fire and EMS agencies (paid and volunteer)• Complete revision of the Durham County EMS System treatment protocols, policies and procedures (Approved/Effective May 2018)• Contributor/editor North Carolina EMS Treatment Protocols (Effective January 2018)• Development and establishment of all EMS system clinical standards including:<ul style="list-style-type: none">○ Hiring○ Field training/evaluation○ Credentialing○ Continuing education & professional development

EXHIBIT A

City of Austin EMS Associate Medical Director

RFQS-4400-JOG4001

SWC Supplemental Response

- QA/QI

- EMS physician field response, chart review, establishment of peer review QA/QI committee
- Development and establishment of the Simulation & Clinical Standards & Evaluation Unit
- Development and establishment of Durham County Community Paramedic Program
- Development, implementation and oversight of multiple community-based programs including flu vaccinations, naloxone distribution, Hands Only CPR & Stop the Bleed.
- Chair, Durham County EMS System Performance Improvement Committee
- Member, RAC

8/2013-11/2014	SUNY Upstate Medical University (Syracuse, NY) Attending Emergency Department Physician Associate Medical Director, AMR Syracuse
8/2013-11/2014	Cortland Regional Medical Center (Cortland, NY) Attending Emergency Department Physician
4/2012-7/2013	Western Area Volunteer Emergency Services (Camillus, NY) NYS-Paramedic
7/1995-8/2005	Williamson County EMS (Georgetown, Texas) Lieutenant (2002-2005) Licensed Paramedic (1995-2005)
5/1992-10/1997	Travis County Parks Department (Austin, Texas) Operations Supervisor EMS & Special Operations Team Member Licensed Paramedic

Certifications/Licenses

American Board of Emergency Medicine	Expires 2027
ABEM EMS Subspecialty Certification	Board Eligible
Texas Medical Licensure	Expires 5/2021
DEA Controlled Substance Registrant	Expires 2/2022
NREMT-Paramedic	Expires 3/31/21
ATLS, American College of Surgeons	Expires 3/2023
ACLS & PALS American Heart Association	Expire 9/2021

EXHIBIT A

Scott & White Clinic List of Public Sector Clients

1. Texas A&M University
2. State of Texas
3. Bell County
4. City of Belton
5. City of Copperas Cove
6. City of Harker Heights
7. Llano County
8. Texas Parks and Wildlife
9. McLennan County
10. Milam County
11. City of Austin Fire Department

EXHIBIT A

Personal Information

Susan M. Schreffler, MD, FACEP, NRP

Home Address: 7308 Aemilian Way
Austin, Texas 78730
smschreffler@gmail.com
512.415.9877

Work Address: Baylor Scott & White
300 University Blvd
Round Rock, Texas 78665
susan.schreffler@bswhealth.org
512.509.9014

Education & Training

EMS & Disaster Medicine Fellowship SUNY Upstate Medical University (Syracuse, NY)
8/01/2013 – 7/31/2014

Emergency Medicine Residency SUNY Upstate Medical University (Syracuse, NY)
7/01/2010 – 7/31/2013

Medical School Ross University School of Medicine (Dominica, WI)
Doctor of Medicine, June 2010

Undergraduate University of Texas at San Antonio (San Antonio, Texas)
Bachelor of Science, Biology, 1991

Employment History

01/2020 - Office of the Medical Director, City of Austin
Associate Medical Director, Austin-Travis County EMS

01/2020 - Texas Task Force 1 (FEMA Urban Search and Rescue Task Force)
Medical Team Manager

10/2018 - Baylor Scott & White Health (North Austin Region, TX)
Attending Emergency Department Physician

03/2015-09/2018 Duke University Medical Center (Durham, NC)
Medical Director of Prehospital Medicine
Assistant Professor of Surgery, Division of Emergency Medicine
Attending Emergency Department Physician

- Development and oversight of Emergency Medicine Residency and other Duke University SOM EMS rotations
- Medical Director, Duke University SMAT (2015-2016)
- EMS Liaison, Trauma/Stroke/Cardiology/Pediatric Peer Review Committees
- Established QI/QA process & committee for OLMC
- Co-contributor/author on multiple EMS related research projects

EXEIBIT A

03/2015-09/2018	<p>Durham County EMS (Durham, NC) EMS System Medical Director</p> <ul style="list-style-type: none">• Responsible for medical direction of Durham County EMD, Durham County EMS and multiple other city and county-based police, fire and EMS agencies (paid and volunteer)• Complete revision of the Durham County EMS System treatment protocols, policies and procedures (Approved/Effective May 2018)• Contributor/editor North Carolina EMS Treatment Protocols (Effective January 2018)• Development and establishment of all EMS system clinical standards including:<ul style="list-style-type: none">○ Hiring○ Field training/evaluation○ Credentialing○ Continuing education & professional development○ QA/QI<ul style="list-style-type: none">▪ EMS physician field response, chart review, establishment of peer review QA/QI committee• Development and establishment of the Simulation & Clinical Standards & Evaluation Unit• Development and establishment of Durham County Community Paramedic Program• Development, implementation and oversight of multiple community-based programs including flu vaccinations, naloxone distribution, Hands Only CPR & Stop the Bleed.• Chair, Durham County EMS System Performance Improvement Committee• Member, RAC
8/2013-11/2014	<p>SUNY Upstate Medical University (Syracuse, NY) Attending Emergency Department Physician Associate Medical Director, AMR Syracuse</p>
8/2013-11/2014	<p>Cortland Regional Medical Center (Cortland, NY) Attending Emergency Department Physician</p>
4/2012-7/2013	<p>Western Area Volunteer Emergency Services (Camillus, NY) NYS-Paramedic</p>
7/1995-8/2005	<p>Williamson County EMS (Georgetown, Texas) Lieutenant (2002-2005) Licensed Paramedic (1995-2005)</p>
5/1992-10/1997	<p>Travis County Parks Department (Austin, Texas) Operations Supervisor EMS & Special Operations Team Member Licensed Paramedic</p>

EXHIBIT A

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DEA Controlled Substance Registrant	Expires 2/2022
NREMT-Paramedic	Expires 3/31/21
ATLS, American College of Surgeons	Expires 3/2023
ACLS & PALS , American Heart Association	Expire 9/2021

Publications

Peer-reviewed Journals

Schreffler SM, Marraffa JM, Stork CM, Mackey J. Sodium Channel Blockade With QRS Widening After an Escitalopram Overdose. *Pediatric Emergency Care* September 2013. 2013;29(9):998-1001

Schreffler SM, Paolo WP and Kloss BT. "Spontaneous Showering of Tumor Emboli in a Patient with Advanced Primary Lung Cancer: A Case Report." *International Journal of Emergency Medicine*. 2012, 5:27

Riggs JC, Zarghami F, Najid K, Haber K and Schreffler SM. "Postpartum Hemorrhage from Ruptured Sertoli-Leydig Cell Tumor: A Case Report." *Journal of Reproductive Medicine* 2010, (55) 9-10

Joslin J, Mularella J, Schreffler S, Kruse J. "Novel Method for Reducing Temperature of i-Stat Analyzer in Extreme Environments". *Wilderness Environ Med*. 2014; 25(3):357-8

Abstracts of Poster Presentations

Paolo WF, Schreffler S, Lavoie T, Wojcik S, Grant W. 159 Stroke-Alert Activation in Patients With a Diagnosis Other Than Stroke. *Annals of Emergency Medicine* 2012 Oct;60(4, Supplement):S57

Mularella J, Schreffler SM, Joslin, J. Race Medicine: Not Just Blisters. *Prehospital Emergency Care* 18(2):319 Jun 2014.

Book Contributions

Stork CM and Schreffler SM. *Encyclopedia of Toxicology*, 3rd edition, Wexler P. Peyote 2014

Stork CM and Schreffler SM. *Encyclopedia of Toxicology*, 3rd edition, Wexler P. Cyclophosphamide 2014

Schreffler SM and Sharma D. *EMS Medicine*, 1st Edition, Cooney D. Resuscitation Procedures. 2016

Schreffler SM and Martini D. Cyanide/Hydrogen Sulfide. *Clinical Decision Support in Toxicology*. 2016

EXHIBIT A

Major invited lectures

1. Invited Speaker, Upstate New York Poison Center's 21st Annual Toxicology Teaching Day: "Prehospital Care of the Poisoned Patient" (October 25, 2017)
2. Invited Speaker, Upstate Prehospital Medicine and Trauma Teaching Day: We are One. "Termination of Resuscitation Rules" May 19, 2014)
3. Invited Speaker, Upstate Prehospital Medicine and Trauma Teaching Day: We are One. "TECC/ Active Shooter Concepts" (May 19, 2014)

Community Service

September 2017	Hurricane Maria Disaster Relief (Dominica, West Indies) <ul style="list-style-type: none">• Team Physician, Team Rubicon<ul style="list-style-type: none">○ Made house calls to bed bound patients and established a temporary remote community clinic
October 2016	Hurricane Matthew Disaster Relief (Goldsboro, NC) <ul style="list-style-type: none">• SMAT Team Physician<ul style="list-style-type: none">○ Established a temporary low acuity inpatient hospital and hospice care facility for evacuees
June 2015	Earthquake Disaster Relief (Nepal) <ul style="list-style-type: none">• Performed a medical needs/medical infrastructure assessment for All Hands Volunteers
1999-2004	Medical Missions (India, Thailand, Japan, Mexico, Haiti) <ul style="list-style-type: none">• Mission group team member - assisted in providing ophthalmological, dental, surgical and primary medical care to impoverished rural communities.

Professional Affiliations

National Association of EMS Physicians, Member	8/2013-Present
American College of Emergency Physicians, Member	8/2013-Present
American Medical Association, Member	7/2010-Present
National Association of EMTs, Member	5/1993-Present

Honors/Awards

Fellow of American College of Emergency Physicians (2017)
Emergency Nurses Resident of the Year (2013)
EMS Education Resident of the Year (2013)

Hobbies/Interests

Tennis, Cycling, Hiking, Fishing, Scuba Diving, Traveling, Reading



Offer and Certifications

Solicitation No. RFQS
RFQS 4400 JOG4001

SUBMITTAL CONTENTS

OFFER CERTIFICATION 1

NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION 2

SUSPENSION AND DEBARMENT CERTIFICATION 4

NON-COLLUSION AND NON-CONFLICT OF INTEREST CERTIFICATION..... 5

ANTI-LOBBYING CERTIFICATION 7

SUBCONTRACTING UTILIZATION FORM 8

SUBCONTRACTING UTILIZATION PLAN..... 10

NONRESIDENT BIDDER AND MANUFACTURING CERTIFICATION.....13

LOCAL PRESENCE CERTIFICATION - OPTIONAL.....14

LIVING WAGE CONTRACTOR CERTIFICATION.....15

REFERENCE SHEET.....17

SDVBE PREFERENCE FORM.....18

OFFER CERTIFICATION

Instructions. Offerors shall complete and sign the Offer Certification section of this section as indicated. Offerors shall not complete any portions of the Acceptance section below. Submittals with incomplete and/or unsigned Offer Certification are not considered to be Offers and will be rejected as nonresponsive.

Company Name: **Scott & White Clinic**

Company Address: **2401 S. 31st Street**

City, State, Zip: **Temple, TX 76508b**

Company's Austin Finance Online Vendor Registration No. **SCO8312469**

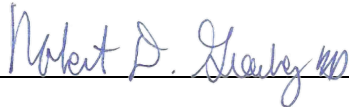
Company's Officer or Authorized Representative: **Robert D. Greenberg, MD**

Title of Officer or Authorized Representative: **SVP, CMO Emergency Medicine**

Email: Robert.Greenberg@BSWHealth.org

Offeror's Phone: **254-724-6608**

Offeror's Signature: _____



Date: **June 30, 2020**

OFFER: The above signed, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Offeror, by submitting and signing below, acknowledges that he/she has received and read the entire document packet including all revisions, and addenda and agrees to be bound by the terms therein.

ACCEPTANCE BY THE CITY

For City Staff only. The City will complete and sign this section only if the City accepts the Offer.

Contract Number: _____

Printed Name of City's Authorized Procurement Staff: _____

Title of City's Authorized Procurement Staff: _____

Signature: _____

Date: _____

Email: _____

Phone: _____

ACCEPTANCE: The Offer is hereby accepted. Contractor is now bound to sell the materials or services specified in the Contract.

NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

Instruction. Offerors shall read and acknowledge this certification by checking the box below. Offerors that do not check the box below indicating their compliance with this certification shall be determined nonresponsive.



(Check)

OFFEROR HEREBY CERTIFIES

Offeror has read the following and will comply with Austin City Code, Sec. 5-4-2.

1. Not to engage in any discriminatory employment practice defined in this chapter;
2. To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment;
3. To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
4. To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
5. To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
6. To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
7. To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Non-Discrimination and Non-Retaliation Policy set forth below.

MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICY

1. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations. The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.
2. The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.
3. Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.
4. Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and nonretaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.
5. UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NONDISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.
6. Contractor agrees that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.
7. The Contractor agrees that this Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

SUSPENSION AND DEBARMENT CERTIFICATION

Instruction. Offerors shall read and acknowledge this certification by checking the box below. Offerors that do not check the box below indicating their compliance with this certification shall be determined nonresponsive.



(Check)

OFFEROR HEREBY CERTIFIES

Offeror has **NOT** been debarred from contracting with the City of Austin, any other local governments or states, or the US federal government.

Suspended or Debarred Offerors. The City finds that offerors, including any subcontractors that may be included in the Offer, that are suspended or debarred from contracting with the US federal government, any state or local government, as of the submission date of their offer, are not sufficiently responsible to contract with the City. The City may reject and set aside any offer, or terminate for cause any contract resulting from an offer, in which the offeror falsely certified they were not suspended or debarred when in fact they were.

NON-COLLUSION AND NON-CONFLICT OF INTEREST CERTIFICATION

Instruction. Offerors shall read and acknowledge this certification by checking the box below. Offerors that do not check the box below indicating their compliance with this certification shall be determined nonresponsive.



(Check)

OFFEROR HEREBY CERTIFIES

Offeror has **NOT** engaged in collusion and is not aware of any conflicts of interests as described below.

Offeror. The term “Offeror”, as used in this document, includes the individual or business entity submitting the Offer. For the purpose of this Affidavit, an Offeror includes the directors, officers, partners, managers, members, principals, owners, agents, representatives, employees, other parties in interest of the Offeror, and any person or any entity acting for or on behalf of the Offeror, including a subcontractor in connection with this Offer.

Anti-Collusion Statement. Offeror has not in any way directly or indirectly:

- a. colluded, conspired, or agreed with any other person, firm, corporation, Offeror or potential Offeror to the amount of this Offer or the terms or conditions of this Offer.
- b. paid or agreed to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the Offer of any other Offeror.

Preparation of Solicitation and Contract Documents. Offeror has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, the Offeror has not otherwise participated in the preparation or development of the underlying Solicitation or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all Offerors, so as to have an unfair advantage over other Offerors, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

Participation in Decision Making Process. Offeror has not participated in the evaluation of Offers or other decision making process for this Solicitation, and, if Offeror is awarded a Contract no individual, agent, representative, consultant, subcontractor, or sub-consultant associated with Offeror, who may have been involved in the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the Contract, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

Present Knowledge. Offeror is not presently aware of any potential or actual conflicts of interest regarding this Solicitation, which either enabled Offeror to obtain an advantage over other Offerors or would prevent Offeror from advancing the best interests of the City in the course of the performance of the Contract.

City Code. As provided in Sections 2-7-61 through 2-7-65 of the City Code, no individual with a substantial interest in Offeror is a City official or employee or is related to any City official or employee within the first or second degree of consanguinity or affinity.

Chapter 176 Conflict of Interest Disclosure. In accordance with Chapter 176 of the Texas Local Government Code, the Offeror:

- a. does not have an employment or other business relationship with any local government officer of the City or a family member of that officer that results in the officer or family member receiving taxable income; Section 0810, Non-Collusion, 1 Revised 12/22/15 Non-Conflict of Interest, and Anti-Lobbying Certification;
- b. has not given a local government officer of the City one or more gifts, other than gifts of food, lodging, transportation, or entertainment accepted as a guest, that have an aggregate value of more than \$100 in the twelve month period preceding the date the officer becomes aware of the execution of the Contract or that City is considering doing business with the Offeror; and
- c. does not have a family relationship with a local government officer of the City in the third degree of consanguinity or the second degree of affinity.

ANTI-LOBBYING CERTIFICATION

Instruction. Offerors shall read and acknowledge this certification by checking the box below. Offerors that do not check the box below indicating their compliance with this certification shall be determined nonresponsive.



(Check)

OFFEROR HEREBY CERTIFIES

Offeror has and will continue to comply with the City's Anti-Lobbying Ordinance, Chapter 2-7, Article 6.

Applicability. This Solicitation is subject to City Code, Ch. 2-7, Article 6, Anti-Lobbying and Procurement.

No Lobbying Period. The No-Lobbying Period begins on the date this Solicitation was initially published and continues through the earlier of (i) 60-days following Council authorization of any contracts resulting from this Solicitation, (ii) the date the last resulting contract is signed, (iii) the date this Solicitation is cancelled.

Prohibited Communications. During the No Lobbying Period, Respondents to this Solicitation or their Agents, shall not make prohibited communications to City officials or City employees.

Ordinance. https://www.austintexas.gov/financeonline/afo_content.cfm?s=15&p=145

Rules. https://www.austintexas.gov/financeonline/afo_content.cfm?s=16&p=77

SUBCONTRACTING UTILIZATION FORM

In accordance with the City of Austin's Minority and Women-Owned Business Enterprises (M/WBE) Procurement Program (Program), Chapters 2-9A/B/C/D of the City Code and M/WBE Program Rules, this Solicitation was reviewed by the Small and Minority Business Resources Department (SMBR) to determine if M/WBE Subcontractor/Sub-Consultant ("Subcontractor") Goals could be applied. Due to insufficient subcontracting/subconsultant opportunities and/or insufficient availability of M/WBE certified firms, SMBR has assigned no subcontracting goals for this Solicitation. However, Offerors who choose to use Subcontractors must comply with the City's M/WBE Procurement Program as described below. Additionally, if the Contractor seeks to add Subcontractors after the Contract is awarded, the Program requirements shall apply to any Contract(s) resulting from this Solicitation.

Instructions:

- a.) Offerors who do not intend to use Subcontractors shall check the "NO" box and follow the corresponding instructions.
 b.) Offerors who intend to use Subcontractors shall check the applicable "YES" box and follow the instructions. **Offers that do not include the following required documents shall be deemed non-compliant or nonresponsive as applicable, and the Offeror's submission may not be considered for award.**

☒ **NO, I DO NOT intend to use Subcontractors/Sub-consultants.**

Instructions: Offerors that do not intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form) and include it with their sealed Offer.

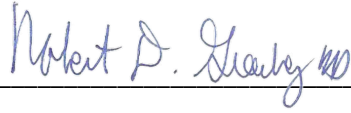
☐ **YES, I DO intend to use Subcontractors /Sub-consultants.**

Instructions: Offerors that do intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form), and follow the additional Instructions in the (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan). Contact SMBR if there are any questions about submitting these forms.

Offeror Information			
Company Name	Scott & White Clinic		
City Vendor ID Code	SCO8312469		
Physical Address	2401 S. 31st Street		
City, State Zip	Temple, TX 76508		
Phone Number	254-724-2111	Email Address	Robert.Greenberg@BS WHealth.org
Is the Offeror City of Austin M/WBE certified?	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES Indicate one: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture		
<p>Offeror Certification: I understand that even though SMBR did not assign subcontract goals to this Solicitation, I will comply with the City's M/WBE Procurement Program if I intend to include Subcontractors in my Offer. I further agree that this completed Subcontracting/Sub-Consulting Utilization Form, and if applicable my completed Subcontracting/Sub-Consulting Utilization Plan, shall become a part of any Contract I may be awarded as the result of this Solicitation. Further, if I am awarded a Contract and I am not using Subcontractor(s) but later intend to add Subcontractor(s), before the Subcontractor(s) is hired or begins work, I will comply with the City's M/WBE Procurement Program and submit the Request For Change form to add any Subcontractor(s) to the Project Manager or the Contract Manager for prior authorization by the City and perform Good Faith Efforts (GFE), if applicable. I understand that, if a Subcontractor is not listed in my Subcontracting/Sub-Consulting Utilization Plan, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain</p>			

City approval of my **Request for Change** form. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan**, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form.

Robert Greenberg, MD, SVP-CMO Emergency Medicine



Name and Title of Authorized Representative (Print or Type)

June 30, 2020
Signature/Date

NONRESIDENT BIDDER AND MANUFACTURING CERTIFICATION

Instruction. Offerors shall read and checking the applicable boxes in response to both certifications below.

☐ **YES** ☒ **NO**
(Check One)

OFFEROR HEREBY CERTIFIES

Offeror **IS (YES)** or **IS NOT (NO)** a Nonresident Bidder in accordance with Texas Government Code Ch. 2252.002.

If "Yes" is checked, provide the name of the state where
Nonresident Bidder's Principle Place of Business is located.

Select State

(State)

☐ **YES** ☒ **NO**
(Check One)

OFFEROR HEREBY CERTIFIES

Offer **INCLUDES (YES)** or **DOES NOT INCLUDE (NO)** Equipment, Supplies and/or Materials in accordance with Texas Government Code Ch. 2252.002

If "YES" is checked, provide the name of the State where majority
of the Equipment, Supplies and/or Materials were manufactured

Select State

(State or Country if outside the United States)

Reciprocal Preference. In accordance with Texas Government Code Ch. 2252.002 (see below), the City must apply a reciprocal preference to a Nonresident Bidder's offer, consistent with the applicable preference granted by the state of the Nonresident Bidder's principal place of business. The City will also apply a reciprocal preference to a Resident Bidder or Nonresident Bidder's offer, consistent with the applicable preference granted by the state where the majority of the equipment, supplies and/or materials were manufactured.

Resident bidder. An Offeror whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

Nonresident Bidder. An Offeror that is not a Resident Bidder.

Statute: <https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2252.htm>

LOCAL PRESENCE CERTIFICATION – OPTIONAL

Instruction. Offerors wishing to claim Local Presence shall read and acknowledge this certification by checking the applicable box and providing the physical address below.

OFFEROR HEREBY CERTIFIES

Offeror's **HEADQUARTERS** or a **BRANCH OFFICE** is within the Austin Corporate City Limits.

**HEADQUARTERS****BRANCH OFFICE**

(Check One)

300 University Blvd., Round Rock, TX 78665

(Physical Address of Offeror's Headquarters or Branch Office)

Benefit to the City. It is the City's policy that contracts with Offerors with Local Presence provides additional economic development opportunities including employment of City residents or increasing City tax revenues.

Local Presence. Offerors may claim Local Presence if at least one (1) of the following are located within the Austin Corporate City Limits, employing residents of Austin.

1. Headquarters; or
2. Branch office.

Austin Corporate City Limits. The City of Austin's Full Purpose Jurisdiction, not including the City's Extraterritorial Jurisdiction.

Headquarters. The Offer's administrative center where most of the company's important functions and full responsibility for managing and coordinating the business activities of the firm are located.

Branch Office. An office other than the Offeror's headquarters, that has been in place for at least five (5) years, where those persons that will be responsible for the provision of the goods and services described in this solicitation are located.

Subcontractors. Offerors may also claim Local Presence for any subcontractors included in their offer.

The same as Offerors, Subcontractors have Local Presence if either their Headquarters or Branch Office is located within the Austin Corporate City Limits. Local Presence for Subcontractors can only be claimed within the attached Compliance Plan OR Subcontractor Plan, and subject to further requirements including good faith efforts to subcontract with City certified Minority and Women-owned Business Enterprises. The City will not grant any Local Presence for proposed subcontractors if the Subcontract Plan is incomplete or is found to be inaccurate.

CITY OF AUSTIN, TEXAS
LIVING WAGES CONTRACTOR CERTIFICATION*(Please duplicate as needed)*

Pursuant to the Living Wages provision (reference Section 3.6 Contract Terms and Condition) the Contractor is required to pay to all employees of the Prime Contractor and all tiers of subcontractors directly assigned to this City contract a minimum Living Wage equal to or greater than \$15.00 per hour.

- (1) The below listed individuals are all known employees of the Prime Contractor and its subcontractors who are directly assigned to this contract, and all are compensated at wage rates equal to or greater than \$15.00 per hour:

Employee Name	Employer	Prime or Sub	Your Normal Rate	Employee Job Title
Susan Schreffler	Scott & White Clinic	Prime	\$150/hr.	Physician

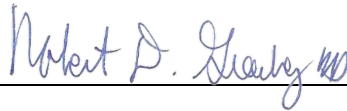
- (2) All future employees of both the Prime Contractor and all tiers of subcontractors directly assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$15.00 per hour.
- (3) Our firm will not retaliate against any employee of either the Prime Contractor or any tier of subcontractors claiming non-compliance with the Living Wage provision.

A Prime Contractor or subcontractor that violates this Living Wage provision shall pay each of its affected employees the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision by either the Prime Contractor or any tier of subcontractor, or fraudulent statements made on this certification, may result in termination of this Contract for Cause, subject the violating firm to possible suspension or debarment, or result in legal action.

I hereby certify that all the listed employees of both the Prime Contractor and all tiers of subcontractors who are directly assigned to this contract are paid a minimum Living Wage equal to or greater than \$15.00 per hour.

Contractor's Name: Scott & White Clinic

Signature of Officer
or Authorized
Representative:



Date: June 30, 2020

Printed Name:

Robert Greenberg, MD

Title

SVP, CMO Emergency Medicine

Reference Sheet

Responding Company Name _____

The City at its discretion may check references in order to determine the Offeror's experience and ability to provide the products and/or services described in this Solicitation. The Offeror shall furnish at least 3 complete and verifiable references. References shall consist of customers to whom the offeror has provided the same or similar services within the last 5 years. References shall indicate a record of positive past performance.

1. Company's Name Scott & White
Clinic _____Name and Title of Contact Jia Chang,
MD _____

Project Name _____

Present Address 2600 E. Pflugerville
Pkwy. _____City, State, Zip Code Pflugerville, TX,
78660 _____

Telephone Number 254-724-6608 _____ Fax Number _____

Email Address
Jia.Chang@BSWHealth.org _____2. Company's Name Scott & White
Clinic _____Name and Title of Contact David Kaylor,
DO _____

Project Name _____

Present Address 5251 W. US
Highway _____City, State, Zip Code Austin, TX
78735 _____

Telephone Number 254-509-0100 _____ Fax Number _____

Email Address
David.Kaylor1@BSWHealth.org _____3. Company's Name Scott & White
Clinic _____

Name and Title of Contact Jeffrey Jarvis,
MD _____

Project Name _____

Present Address 300A University
Blvd. _____

City, State, Zip Code Round Rock, TX
78664 _____

Telephone Number 512-509-0100 _____ Fax Number _____

Email Address
Jeffrey.Jarvis@BSWHealth.org _____

Service-Disabled Veteran Business Enterprise Preference

Offeror Name
Scott & White Clinic

Additional Solicitation Instructions.

- ☒ By checking this box, Offeror states they are NOT a certified Service-Disabled Veteran Business Enterprise seeking to claim preference points under the City of Austin's SDVBE Program.
- Offerors seeking to claim the Service-Disabled Veteran Business Enterprise (SDVBE) preference shall be certified **under one of the two following scenarios**. Offerors shall check one of the following boxes, input the data in the applicable table below and include this completed form in their Proposal.
 - ☐ **HUB/SV**. Offeror is certified as a Service-Disabled Veteran (SV) Historically Underutilized Business (HUB) by the Texas State Comptroller of Public Accounts.

Texas State HUB/SV Certification	
13-Digit Vendor ID (VID)	
HUB/SV Issue Date	
HUB/SV Expiration Date	

- ☐ **HUB/OTHER + Federal SDVOSB**. Offeror is certified by the Texas State Comptroller of Public Accounts as a Historically Underutilized Business in a HUB Eligibility Category other than Service-Disabled Veteran (SV) AND is verified by the US Veterans Administration as a Service-Disabled Veteran-Owned Small Business (SDVOSB). **Texas HUB Eligibility Categories:** HUB/BL (Black), HUB/AS (Asian), HUB/HI (Hispanic), HUB/AI (Native American), or HUB/WO (Women Owned).

Texas State HUB/OTHER Certification	
13-Digit Vendor ID (VID)	
HUB Eligibility Category	
HUB Issue Date	
HUB Expiration Date	

Federal SDVOSB Verification	
9-Digit DUNS	
SDVOSB Issue Date	
SDVOSB Expiration Date	

3. **Offeror Identity.** The Offeror submitting the Proposal shall be the same entity that is certified by the Texas State Comptroller of Public Accounts, AND if applicable as verified by the US Veterans Administration.
4. **Certification Status.** Offeror's certification(s) must be active on or before the Solicitation's due date for Proposals and shall not expire prior to the award and execution of any resulting contract.
5. **Confirmation of Certification(s).** Upon receipt of this completed form, the City will confirm the Offeror's certification(s): State: <https://mycpa.cpa.state.tx.us/tpasscmbblsearch>. Federal: <https://www.vip.vetbiz.va.gov/> The City will direct any questions concerning an Offeror's State or Federal certification status to the Offeror's contact person as designated on the Offer Form of their Proposal.
6. **Misrepresentation.** If the City determines that the Offeror requesting this preference is not certified by the State or Federal government if applicable, the Offeror will not receive the preference points. If the City determines that this misrepresentation was intentional, the City may also find the Offeror not responsible and may report the Offeror to the Texas State Comptroller of Public Accounts or if applicable to the US Veterans Administration. If the misrepresentation is discovered after contract award, the City reserves the right to void the contract.

SDVBE Preference Form

Rev. 12-12-2017



City of Austin Purchasing Office

Certificate of Exemption for Professional Services, Public Health and Safety or Other Exempt Purchase (Competitive)

DATE: 9/10/2020

DEPT: Office of the Medical Director

TO: Purchasing Officer or Designee

FROM: Jeff Hayes, Chief of Staff

PURCHASING POC: Jo Gutierrez

PHONE: 512-974-6346

Chapter 252 of the Local Government Code requires that municipalities comply with the procedures established for competitive sealed bids or proposals before entering into a contract requiring an expenditure of \$50,000 or more, unless the expenditure falls within an exemption listed in Section 252.022.

Refer to Local Government Code 252.022 for a complete list of exemptions:

[Link to Local Government Code](#)

The City desires to seek responses from more than one vendor using an alternate procurement method selected by the City and declares this procurement to be exempt from the competitive solicitation procedures in Local Government Code Chapter 252.022. This Certificate of Exemption is hereby executed and filed with the Purchasing Office as follows:

1. The undersigned is authorized and certifies that the following exemption is applicable to this procurement.

Please check the criteria listed below that applies to this request:

- ☐ A procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of a municipality.
- ☐ A procurement necessary to preserve or protect the public health or safety of the municipality's residents.
- ☐ A procurement necessary because of unforeseen damage to public machinery, equipment, or other property.
- ☒ A procurement of personal, professional, or planning services
- ☐ Other exemption from Chapter 252.022: _____

2. Describe this procurement (as applicable):

- What it is for and why it is needed?
- What public health and safety or other exempt attribute listed in Chapter 252.022 does this procurement contain?
- Describe if a specific procurement method is desired to collect vendor responses such as a solicitation directed to a specific group of prequalified vendors or other, evaluation stages throughout the solicitation, etc.

* The questions in the form are designed to justify why this purchase should be exempt from a competitive procurement process. Failure to provide adequate documentation to substantiate the request may lead to the request being rejected.

The Office of the Medical provides clinical oversight services for the Austin Fire Department and Austin/Travis County EMS as well as other First Responder Organizations outside of the City of Austin. This oversight is required under state law, which assigns responsibility for the clinical practice of EMS Systems to the Medical Director. The Office of the Medical Director has the responsibility for ensuring the safe and effective delivery of care.

The EMS model in Texas is known as a "delegated practice" model in which the EMTs and Paramedics work as a direct delegate of the Physician Medical Director. This model is similar in spirit to the delegated practice model for Physician Assistants and Nurse Practitioners. The delegated practice model creates individual liability for the Medical Director(s) assigned to provide oversight over these providers.

The State of Texas requires under TAC 197.1 that the Medical Director be provided with necessary resources to carry out the State mandated duties of the office. While there has historically been no state determination regarding the definition of "necessary" resources, a determination was made by the Travis County Medical Society which represents approximately 4,000 physicians in our community.

Additionally, the OMD provides physician services in the field for emergency responses and via telehealth connections to our Fire and EMS crews. Currently, the OMD is equipped with two emergency response vehicles which allows Board Certified EMS Physicians to respond to the scene of incidents to both provided direct patient care and to mentor our EMS and Fire providers.

3. Forward the completed and signed Certificate of Exemption to the Purchasing Office along with the following documentation:

- ☐ Scope of Work
☐ List of tasks, schedule of deliverables or milestones, and other supporting documentation

4. Check the contract type (one-time or multi-term) and fill in the estimated dollar amount and term as applicable:

☐ This is a one-time request for \$ _____

☒ This is a multi-term contract request for 12 months (# months for base term) in the amount of \$90,000 with 4 options for 12 months each (# of renewal options) for \$90,000 each for a total contract amount of \$450,000.

Recommended
Certification

JRK 9/10/2020
Originator Date

Approved
Certification

JRK 9/10/2020
Department Director or designee Date
(For Austin Energy, Deputy General Manager or designee)

Purchasing Office
Review

Authorized Purchasing Office Staff Date

Purchasing Office
Management Review
(If required due to signature authority level)

Purchasing Officer or designee Date



City of Austin

Purchasing Office

P.O. Box 1088, Austin, TX 78767

September 10, 2020

Scott & White Clinic
Robert Greenberg, MD
SVP, CMO Emergency Medicine
2401 S. 31st ST
Temple, TX 76508
Robert.Greenberg@BSWHealth.org

Subject: Request for Price Proposal for RFQS 4400 JOG4001REBID Associate Medical Director Services

Dear Mr. Greenberg:

Thank you for your response to the RFQS 4400 JOG4001REBID Associate Medical Director Services solicitation for the City of Austin. The City has identified Scott & White Clinic as a finalist and is requesting a price proposal from your company in regard to your submittal.

Please refer to the solicitation documents for RFQS 4400 JOG4001REBID Associate Medical Director Services as needed and submit your pricing in the most favorable terms based on the following information:

- A. Price proposal for the first twelve (12) months as well as for each of the possible extension options. It is anticipated that the Physician will devote no greater than sixty (60) hours per month providing the Services outlined in the Scope of Work. Physician shall only be permitted to provide services in excess of sixty (60) hours per month upon written consent from the City. Include the total estimated hours and all-inclusive, firm fixed-rate for the Associate Medical Director Services requirements referenced in item 3.0 of Section 0500, Scope of Work. The rate shall include supplies, materials, travel and other itemized direct cost.

All information is due back to me by 5:00 PM, local time, on Wednesday, September 16, 2020.

Thank you for your participation in this competitive solicitation. We appreciate your interest in doing business with the City of Austin.

Sincerely,

Jo Gutierrez

Procurement Specialist III
City of Austin
Purchasing Office

EXHIBIT B

RFQS-4400 JOG4001REBID Associate Medical Director Services

SCOTT & WHITE CLINIC PRICING PROPOSAL

Services Description	Price
Emergency Medicine Physician Services (EMS Associate Medical Director)	\$125/hr.
Schedule	Anticipated Hours
PRN (As Needed) Not to Exceed (60) hours per month.	60
Total Monthly Cost	\$7,500
Total Annual Cost	<u>\$90,000</u>



City of Austin

Purchasing Office

P.O. Box 1088, Austin, TX 78767

September 30, 2020

Recommendation for Award of RFQS 4400 JOG4001REBID, Associate Medical Director Services

Purchasing staff has completed their evaluation and has recommended award to Scott & White Clinic.

Jo Gutierrez
Procurement Specialist III
512-974-2827
Jo.gutierrez@austintexas.gov
City of Austin
Purchasing Office

Solicitation Number: RFQS 4400 JOG4001REBID
Description: Associate Medical Director Services

Scott & White Clinic

Evaluation Criteria		Max Points
Qualification Requirements	60	50
Background and Prior Experience	40	40
Total	100	90

NOTE: As per Section 252.049 of the local government code, contents of a proposal shall remain confidential until a contract is awarded.

GOAL DETERMINATION REQUEST FORM

Buyer Name/Phone	Jo Gutierrez 512-974-2827	PM Name/Phone	Jeff Hayes 512-978-0002
Sponsor/User Dept.	CMO	Sponsor Name/Phone	
Solicitation No	RFQS 4400 JOG4001REBID	Project Name	Associate Medical Director Services
Contract Amount	\$450K for 5 yrs	Ad Date (if applicable)	08/10/2020
Procurement Type			
<input type="checkbox"/> AD – CSP <input type="checkbox"/> AD – Design Build Op Maint <input type="checkbox"/> IFB – IDIQ <input checked="" type="checkbox"/> Nonprofessional Services <input type="checkbox"/> Critical Business Need <input type="checkbox"/> Sole Source* <input type="checkbox"/> AD – CM@R <input type="checkbox"/> AD – JOC <input type="checkbox"/> PS – Project Specific <input type="checkbox"/> Commodities/Goods <input type="checkbox"/> Interlocal Agreement <input type="checkbox"/> AD – Design Build <input type="checkbox"/> IFB – Construction <input type="checkbox"/> PS – Rotation List <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Ratification			
Provide Project Description**			
The OMD requires the professional services of a physician with special training and expertise in emergency medicine to provide medical direction, as an Associate Medical Director, to participants in the EMS System and its EMS operations.			
Project History: Was a solicitation previously issued; if so were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No.			
No previous solicitation. Short term contract issued at the department level MA 4400 PS200000003. JOG4001 must be resolicited due to Buyer's clerical error.			
List the scopes of work (commodity codes) for this project. (Attach commodity breakdown by percentage; eCAPRIS printout acceptable)			
94874 - Professional Medical Services Including Physician			
Jo Gutierrez		7/31/2020	
Buyer Confirmation		Date	

* Sole Source must include Certificate of Exemption

**Project Description not required for Sole Source

FOR SMBR USE ONLY			
Date Received	7/31/2020	Date Assigned to BDC	7/31/2020
In accordance with Chapter2-9(A-D)-19 of the Austin City Code, SMBR makes the following determination:			
<input type="checkbox"/> Goals	% MBE	% WBE	
<input type="checkbox"/> Subgoals	% African American	% Hispanic	
	% Asian/Native American	% WBE	
<input type="checkbox"/> Exempt from MBE/WBE Procurement Program		<input checked="" type="checkbox"/> No Goals	

GOAL DETERMINATION REQUEST FORM

This determination is based upon the following:

- | | |
|--|---|
| <input type="checkbox"/> Insufficient availability of M/WBEs | <input type="checkbox"/> No availability of M/WBEs |
| <input type="checkbox"/> Insufficient subcontracting opportunities | <input checked="" type="checkbox"/> No subcontracting opportunities |
| <input type="checkbox"/> Sufficient availability of M/WBEs | <input type="checkbox"/> Sufficient subcontracting opportunities |
| <input type="checkbox"/> Sole Source | <input type="checkbox"/> Other |

If Other was selected, provide reasoning:

MBE/WBE/DBE Availability

0 MBE, 0 WBE

Subcontracting Opportunities Identified

No Subcontracting Opportunities

Veronica Hawkins

8/3/2020

SMBR Staff

Signature/ Date

Jelene Cochran

8/3/2020

SMBR Director or Designee

Date

Returned to/ Date: